No. 17-1657

IN THE

Supreme Court of the United States

MISSION PRODUCT HOLDINGS, INC.,
Petitioner,

v.

TEMPNOLOGY, LLC, N/K/A OLD COLD LLC,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

JOINT APPENDIX
VOLUME I OF II (PAGES JA1-JA313)

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PETITION FOR CERTIORARI FILED JUNE 11, 2018
CERTIORARI GRANTED OCTOBER 26, 2018

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DOCKET ENTRIES IN CASE NO. 16-9016 IN THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

12/07/2016 CIVIL CASE docketed. Notice of appeal filed by Appellant Mission Product Holdings, Inc.. Docketing Statement due 12/21/2016. Appearance form due 12/21/2016. PLEASE NOTE: The December 1, 2016 amendment to the Federal Rules of Appellate Procedure made significant changes to appellate practice. The full text of the amendments, as well as a summary of major rule changes, is available here. The changes went into effect on December 1, 2016. [16-9016] (GA) [Entered: 12/07/2016 08:51 AM]

12/21/2016 NOTICE of appearance on behalf of Appellant Mission Product Holdings, Inc. filed by Attorney Robert J. Keach, Esq.. Certificate of service dated 12/21/2016. [16-9016] (RJK) [Entered: 12/21/2016 02:58 PM]

12/21/2016 DOCKETING statement filed by Appellant Mission Product Holdings, Inc.. Certificate of service dated 12/21/2016. [16-9016] (RJK) [Entered: 12/21/2016 02:59 PM]

12/22/2016 NOTICE of appearance on behalf of Appellee Tempnology, LLC filed by Attorney Daniel W. Sklar. Certificate of service dated 12/22/2016. [16-9016] (DWS) [Entered: 12/22/2016 04:41 PM]

12/22/2016 NOTICE of appearance on behalf of Appellee Tempnology, LLC filed by Attorney Christopher Desiderio. Certificate of service dated 12/22/2016. [16-9016] (CMD) [Entered: 12/22/2016 04:46 PM]

01/10/2017 BRIEFING schedule set. Brief due 02/21/2017 for appellant Mission Product Holdings, Inc.. Appendix due 02/21/2017 for appellant Mission Product Holdings, Inc.. Pursuant to F.R.A.P. 31(a), appellee's brief will be due 30 days following service of appellant's brief and appellant's reply brief will be due 14 days following service of appellee's brief. PLEASE NOTE: The December 1, 2016 amendments to the Federal Rules of Appellate Procedure reduced the word limits for briefs. The full text of the amendments, as well as a summary of major rule changes, is available here. The changes went into effect on December 1, 2016. [16-9016] (GA) [Entered: 01/10/2017 02:53 PM]

02/21/2017 BRIEF tendered by Appellant Mission Product Holdings, Inc.. Certificate of service dated 02/21/2017. [16-9016] (RJK) [Entered: 02/21/2017 04:51 PM]

02/21/2017 CORPORATE disclosure statement filed by Appellant Mission Product Holdings, Inc. Certificate of service dated 02/21/2017. [16-9016] (EP) [Entered: 02/27/2017 11:07 AM]

02/24/2017 APPENDIX filed by Appellant Mission Product Holdings, Inc.. Number of volumes: 1. Number of copies: 5. Certificate of service dated 02/21/2017. [16-9016] (EP) [Entered: 03/01/2017 01:51 PM]

02/27/2017 APPELLANT'S BRIEF filed by Appellant Mission Product Holdings, Inc. Certificate of service dated 02/21/2017. Nine paper copies identical to that of the electronically filed brief must be submitted so that they are received by the court on or before 03/06/2017. Brief due 03/23/2017 for APPELLEE Tempnology, LLC. PLEASE NOTE: The December 1, 2016 amendments to the Federal Rules of Appellate Procedure reduced the word limits for briefs. The full text of the amendments, as well as a summary of major rule changes, is available here. The changes went into effect on December 1, 2016. [16-9016] (EP) [Entered: 02/27/2017 11:13 AM]

02/28/2017 NINE (9) paper copies of appellant/petitioner brief [6072277-2] submitted by Appellant Mission Product Holdings, Inc.. [16-9016] (CC) [Entered: 02/28/2017 03:43 PM]

03/23/2017 BRIEF tendered by Appellee Tempnology, LLC. Certificate of service dated 03/23/2017. [16-9016] (DWS) [Entered: 03/23/2017 02:56 PM]

03/27/2017 NOTICE of appearance on behalf of Appellee Tempnology, LLC filed by Attorney Lee Harrington. Certificate of service dated 03/27/2017. [16-9016] (LAH) [Entered: 03/27/2017 01:42 PM]

03/27/2017 APPELLEE'S BRIEF filed by Appellee Tempnology, LLC. Certificate of service dated 03/23/2017. Nine paper copies identical to that of the electronically filed brief must be submitted so that they are received by the court on or before 04/03/2017. Reply brief due 04/06/2017 for APPELLANT Mission Product Holdings, Inc. PLEASE NOTE: The December 1, 2016 amendments to the Federal Rules of Appellate Procedure reduced the word limits for briefs. The full text of the amendments, as well as a summary of major rule changes, is available here. The changes went into effect on December 1, 2016. [16-9016] (EP) [Entered: 03/27/2017 03:21 PM]

03/27/2017 CORPORATE disclosure statement filed by Appellee Tempnology, LLC. Certificate of service dated 03/23/2017. [16-9016] (EP) [Entered: 03/27/2017 03:22 PM]

03/29/2017 NINE (9) paper copies of appellee/respondent brief [6079211-2] submitted by Appellee Tempnology, LLC. [16-9016] (CC) [Entered: 03/29/2017 01:22 PM]

04/06/2017 BRIEF tendered by Appellant Mission Product Holdings, Inc.. Certificate of service dated 04/06/2017. [16-9016] (RJK) [Entered: 04/06/2017 10:18 AM]

04/06/2017 REPLY BRIEF filed by Appellant Mission Product Holdings, Inc. Certificate of service dated 04/06/2017. Nine paper copies identical to that of the electronically filed brief must be submitted so that they are received by the court on or before 04/13/2017. PLEASE NOTE: The December 1, 2016 amendments to the Federal Rules of Appellate Procedure reduced the word limits for briefs. The full text of the amendments, as well as a summary of major rule changes, is available here. The changes went into effect on December 1, 2016. [16-9016] (EP) [Entered: 04/06/2017 04:49 PM]

04/10/2017 NINE (9) paper copies of reply brief [6082203-2] submitted by Appellant Mission Product Holdings, Inc.. [16-9016] (CC) [Entered: 04/11/2017 08:44 AM]

08/07/2017 CASE calendared: Wednesday, 09/13/2017 AM Boston, MA Panel Courtroom. Designation form due 08/21/2017. [16-9016] (DT) [Entered: 08/07/2017 12:11 PM]

08/08/2017 DESIGNATION of attorney presenting oral argument filed by Attorney Lee A. Harrington for Appellee Tempnology, LLC. Certificate of service dated 08/08/2017. [16-9016] (LAH) [Entered: 08/08/2017 11:19 AM]

08/08/2017 DESIGNATION of attorney presenting oral argument filed by Attorney Robert James Keach for Appellant Mission Product Holdings, Inc.. Certificate of service dated 08/08/2017. [16-9016] (RJK) [Entered: 08/08/2017 01:48 PM]

08/30/2017 ORDER entered by William J. Kayatta, Jr., Appellate Judge: Each party is ordered to submit by 12:00 noon on Friday, September 8, 2017, a letter of no more than twelve pages addressing whether all exclusivity and trademark rights, even if preserved under 11 U.S.C. § 365(n), have now expired, rendering the disputes in this case moot, given that the wind-down period of the Co-Marketing and Distribution Agreement (the "Agreement") expired on July 1, 2016. [16-9016] (GA) [Entered: 08/30/2017 10:07 AM]

09/08/2017 LETTER regarding *Response to August 30, 2017 Order of the Court [Document No. 00117195483]* filed by Attorney Robert James Keach for Appellant Mission Product Holdings, Inc.. Certificate of service dated 09/08/2017. [16-9016] (RJK) [Entered: 09/08/2017 10:23 AM]

09/08/2017 LETTER regarding *Response to Court Order dated August 30, 2017 [Document No. 00117195483]* filed by Attorney Daniel W. Sklar for Appellee Tempnology, LLC. Certificate of service dated 09/08/2017. [16-9016] (DWS) [Entered: 09/08/2017 11:44 AM]

09/13/2017 CASE argued. Panel: Juan R. Torruella, Appellate Judge; Sandra L. Lynch, Appellate Judge and William J. Kayatta, Jr., Appellate Judge. Arguing attorneys: Robert James Keach for Mission Product Holdings, Inc. and Lee A. Harrington for Tempnology, LLC. [16-9016] (DT) [Entered: 09/13/2017 11:32 AM]

01/12/2018 OPINION issued by Juan R. Torruella, Appellate Judge; Sandra L. Lynch, Appellate Judge and William J. Kayatta, Jr., Appellate Judge. Published. [16-9016] (GA) [Entered: 01/12/2018 04:14 PM]

01/12/2018 JUDGMENT entered: This cause came on to be heard on appeal from the Bankruptcy Appellate Panel for the First Circuit and was argued by counsel. Upon consideration whereof, it is now here ordered, adjudged and decreed as follows: The bankruptcy court's decision is affirmed. [16-9016] (GA) [Entered: 01/12/2018 04:15 PM]

01/29/2018 MANDATE issued. [16-9016] (GA) [Entered: 01/29/2018 09:57 AM]

04/09/2018 U.S. SUPREME COURT ORDER entered. The application for an extension of time within which to file a petition for a writ of certiorari was granted. [16-9016] (GA) [Entered: 04/11/2018 09:52 AM]

06/12/2018 U.S. SUPREME COURT NOTICE advising a petition for a writ of certiorari was filed on 06/11/2018 and assigned case number 17-1657. [16-9016] (GA) [Entered: 06/20/2018 08:37 AM]

06/18/2018 ERRATA issued by court to opinion (published) [6143633-2]. [16-9016] (SBT) [Entered: 06/18/2018 12:37 PM]

10/26/2018 U.S. SUPREME COURT ORDER entered on 10/26/2018. The petition for a writ of certiorari is granted limited to Question 1 presented by the petition. [16-9016] (GRC) [Entered: 11/08/2018 04:56 PM]

DOCKET ENTRIES IN CASE NO. 15-065 BEFORE THE UNITED STATES BANKRUPTCY APPELLATE PANEL FOR THE FIRST CIRCUIT

11/13/2015	Received Notice of Appeal filed at U.S. Bankruptcy Court, District of New Hampshire on 11/12/2015, transmittal form, FILED. CM/ECF: Counsel must register for a First Circuit BAP CM/ECF Appellate Filer Account at http://pacer.psc.uscourts.gov/emecf. Counsel shall also review the BAP's requirements for electronic filing by visiting the BAP's PACER/CMECF Information section at http://www.bap1.uscourts.gov. Pro se parties may not file documents electronically. [15-65] [Entered: 11/13/2015 11:11 AM]
11/18/2015	OPENING LETTER: Notice to all parties RE: BAP No. NH 15-065 assigned. [15-65] [Entered: 11/18/2015 10:49 AM]
12/14/2015	Complete Certificate of Readiness received from U.S. Bankruptcy Court, District of New Hampshire. [15-65] [Entered: 12/14/2015 04:38 PM]
12/14/2015	Certificate of Readiness docketed. [15-65] [Entered: 12/14/2015 04:38 PM]

12/15/2015	BRIEFING ORDER ENTERED: Brief due 01/14/2016 for Appellant Mission Product Holdings, Inc.. Appellee Tempnology LLC.'s brief due within 30 days after service of Appellant's brief. Appellant Mission Product Holdings, Inc.'s reply brief due within 14 days after service of the Appellee's brief. [15-65] [Entered: 12/15/2015 04:02 PM]
01/14/2016	Brief tendered by Appellant Mission Product Holdings, Inc. [15-65] [Entered: 01/14/2016 05:46 PM]
01/14/2016	Appellant Mission Product Holdings, Inc. appendix filed. [15-65] [Entered: 01/14/2016 05:57 PM]
01/14/2016	Appellant Mission Product Holdings, Inc.'s Brief filed. [15-65] [Entered: 01/15/2016 04:12 PM]
02/15/2016	Brief tendered by Appellee Tempnology LLC [15-65] [Entered: 02/15/2016 11:06 AM]
02/15/2016	Appellee Tempnology LLC's Brief filed. [15-65] [Entered: 02/16/2016 12:08 PM]
02/29/2016	Reply Brief tendered by Appellant Mission Product Holdings, Inc. [15-65] [Entered: 02/29/2016 04:23 PM]

05/31/2016 ORAL ARGUMENT SCHEDULING ORDER ENTERED. This case is scheduled for oral argument on 07/18/2016 at 11:00 am, Courtroom 5, 12th Floor, McCormack P.O. & Court House, Boston, MA. [15-65] [Entered: 05/31/2016 03:14 PM]

05/31/2016 Notice of Oral Argument. Oral Argument Set for 11:00 a.m., 07/18/2016. Response to Notice deadline is 6/14/16. [15-65] [Entered: 05/31/2016 03:15 PM]

06/13/2016 Confirmation of oral argument filed by Appellant Mission Product Holdings, Inc. [15-65] [Entered: 06/13/2016 02:29 PM]

06/14/2016 Confirmation of oral argument filed by Appellee Tempnology LLC [15-65] [Entered: 06/14/2016 11:38 AM]

07/12/2016 ORAL ARGUMENT SCHEDULING ORDER ENTERED: This case is scheduled for oral argument at 11:00 a.m. on 07/18/2016 in Courtroom 5, 12th Floor, McCormack P.O. & Court House, Boston, MA. [15-65] [Entered: 07/12/2016 01:46 PM]

07/12/2016 Attorney Michael A. Siedband for Appellant Mission Product Holdings, Inc. in 15-65 terminated. Automatic email reply states Siedband is no longer associated with Bernstein Shur. [15-65] [Entered: 07/12/2016 03:39 PM]

07/18/2016 LAMOUTTE, HOFFMAN and CARY, U.S. Bankruptcy Appellate Panel Judges. APPEAL ARGUED AND SUBMITTED THIS DAY. [15-65] [Entered: 07/18/2016 03:45 PM]

11/18/2016 LAMOUTTE, HOFFMAN and CARY, U.S. Bankruptcy Appellate Panel Judges: Opinion issued. AFFIRMED IN PART and REVERSED IN PART. For publication. Hoffman authoring Judge. [15-65] [Entered: 11/18/2016 02:33 PM]

11/18/2016 LAMOUTTE, HOFFMAN and CARY, U.S. Bankruptcy Appellate Panel Judges: JUDGMENT FILED AND ENTERED. AFFIRMED IN PART and REVERSED IN PART. [15-65] [Entered: 11/18/2016 02:35 PM]

11/22/2016 Notice of Appeal to the U.S. Court of Appeals for the First Circuit filed by Mission Product Holdings, LLC. [15-65] [Entered: 11/22/2016 03:39 PM]

11/22/2016 Notice of filing of appeal to U.S. Court of Appeals for the First Circuit sent to U.S. Bankruptcy Court, District of New Hampshire. [15-65] [Entered: 11/22/2016 04:23 PM]

11/28/2016 Notice of Appeal sent to U.S. Court of Appeals for the First Circuit on 11/28/2016. [15-65] [Entered: 11/28/2016 03:13 PM]

11/29/2016	Received U.S. Court of Appeals for the First Circuit case number: 16-9016. [15-65] [Entered: 11/29/2016 11:35 AM]
11/29/2016	U.S. Court of Appeals for the First Circuit fee paid. Receipt No. 4701000130. [15-65] [Entered: 11/30/2016 02:03 PM]
10/26/2017	NOTICE Regarding Relocation. Notice notifying parties of BAP's new location as of 11/20/17. [15-65] [Entered: 10/26/2017 12:29 PM]
01/29/2018	Received U.S. Court of Appeals for the First Circuit Mandate for Case No. 16-9016. [15-65] [Entered: 01/30/2018 03:01 PM]
02/13/2018	BAP Mandate Issued. Notice of entry of judgment to Hon. Christopher J. Panos, Clerk, U.S. Bankruptcy Court, District of New Hampshire and parties. [15-65] [Entered: 02/13/2018 11:53 AM]

DOCKET ENTRIES IN CASE NO. 15-11400 IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW HAMPSHIRE

09/01/2015	1 (34 pgs)	Chapter 11 Voluntary Petition. Fee Amount $1717 Filed by Tempnology LLC, Chapter 11 Plan due by 12/30/2015. Disclosure Statement due by 12/30/2015. (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	2	Receipt of Voluntary Petition (Chapter 11)(15-11400) [misc,volp11] (1717.00) filing fee. Receipt number 2979395, Fee amount $1717.00. (re: Doc#1). (U.S. Treasury) (Entered: 09/01/2015)
09/01/2015	3	Judge Bruce A. Harwood assigned to case. (hk) (Entered: 09/01/2015)
09/01/2015	4 (2 pgs)	Notice of Appearance and Request for Notice by Christopher M. Candon Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (Candon, Christopher) Modified on 9/1/2015 to correct party filer(jtp). (Entered:

09/01/2015)

09/01/2015	5 (4 pgs)	Statement of Limitations, Methodology and Disclaimer Regarding Debtor's Statement of Financial Affairs with Schedules Filed by Debtor Tempnology LLC (RE: related document(s) 1 Voluntary Petition (Chapter 11) filed by Debtor Tempnology LLC, dba Coolcore) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	6 (2 pgs)	List of 20 Largest Unsecured Creditors Filed by Debtor Tempnology LLC (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order enterd 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	7 (27 pgs; 4 docs)	Motion *of Debtor for Entry of Interim and Final Orders, Pursuant to Bankruptcy Code Sections 105(a), 345(b), 363(c)(1), 364(a), 364(b), and 503(b)(1) and Bankruptcy Rules 6003 and 6004, (A) Authoriziing Debtor to Use Existing Cash Management System, (B) Authorizing and Directing Banks and Financial Institu-*

		tions to Honor and Process Checks and Transfers, and (C) Authorizing Debtor to Use Existing Bank Accounts and Existing Busiiness Forms Filed by Debtor Tempnology LLC (Attachments: # 1 Exhibit A - Bank Accounts # 2 Exhibit B - Proposed Interim Order # 3 Exhibit C - Proposed Final Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/01/2015	8 (1 pg)	Order Setting Last Day To File Proofs of Claim Signed on 9/1/2015 Proofs of Claims due by 12/30/2015. Government Proof of Claim due by 2/29/2016. (jtp) (Entered: 09/01/2015)
09/01/2015	9 (1 pg)	Notice to Debtor to File Schedules and Statements. Certain schedules and statements were not filed with the voluntary petition and are required to be filed by the date indicated under Federal Rule of Bankruptcy Procedure 1007 and Local Bankruptcy Rule 1007-1. Failure to file the documents required by 11 U.S.C. Section 521(a)(1) and Local Bankruptcy Rule 1007-1 will result in

		the issuing of a Clerks Notice of Dismissal (Contingent). (RE: related document(s)1 Voluntary Petition (Chapter 11) filed by Debtor Tempnology LLC, dba Coolcore). Verified Stmt. re List of Creditors due by 9/15/2015. List of creditors due by 9/15/2015. List of Equity Security Holders due by 9/15/2015. Debtor Organizational Documents due by 9/15/2015. Statement of Parent/Public Companies due by 9/15/2015. Incomplete Filings due by 9/15/2015. (jtp) (Entered: 09/01/2015)
09/01/2015	10 (28 pgs; 3 docs)	Motion *OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363(b), 503(b), 507(a)(4), AND 507(a)(8) AND BANKRUPTCY RULES 6003 AND 6004, FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO (A) PAY CERTAIN EMPLOYEE COMPENSATION AND BENEFITS, AND (B) MAINTAIN SUCH EMPLOYEE BENEFITS PROGRAMS; AND (II) AUTHORIZING AND DIRECTING BANKS AND*

		FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order Exhibit A - Interim # 2 Proposed Order Exhibit B - Final) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	11 (24 pgs; 5 docs)	Motion ***OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (A) APPROVING DEBTORS PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, AND(B) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE*** Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order A - Interim # 2 Exhibit 1 to Interim Proposed Order # 3 Proposed Order B - Final # 4 Exhibit 1 to Proposed Final Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor

		filer per court order entered 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	12 (13 pgs; 2 docs)	Motion *For An Order Under Bankruptcy Code Sections 105(a), 363(b), 506, 1107(a) And 1108 Authorizing Payment Of Certain Prepetition Shipping, Warehousing, And Delivery Charges* Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/01/2015	13 (11 pgs; 2 docs)	Motion *to Honor Returns and Exchanges* Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/01/2015		Pursuant to 11 U.S.C. Sec. 341(a) the United States Trustee has scheduled the meeting of creditors to take place on 9/23/2015 at 10:00 A.M. at the following location: 1000 Elm Street, Rm. 702, Manchester, NH 03101. Filed by

		U.S. Trustee Office of the U.S. Trustee (Dirsa, Ann) (Entered: 09/01/2015)
09/01/2015	14 (159 pgs; 5 docs)	Motion for Adequate Protection *and Scheduling of a Final Hearing*, Motion to Use Cash Collateral *and Authorizing Debtor to Obtain Post-Petition Financing* Filed by Debtor Tempnology LLC (Attachments: # 1Proposed Order A - Interim # 2 Proposed Order B - Final # 3 Exhibit C - Credit Agreement # 4 Exhibit D - Budget) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/01/2015	15 (2 pgs)	Notice of Hearing Filed by Debtor Tempnology LLC, dba Coolcore (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC, dba Coolcore, 10 Motion filed by Debtor Tempnology LLC, dba Coolcore, 11Motion filed by Debtor Tempnology LLC, dba Coolcore, 12 Motion filed by Debtor Tempnology LLC, dba Coolcore, 13 Motion filed by Debtor Tempnology LLC 14 Motion for Adequate

		Protection filed by Debtor Tempnology LLC, dba Coolcore, Motion to Use Cash Collateral) Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/01/2015	16 (16 pgs)	Statement of Declaration of Kevin McCarthy in Support of Debtor's First Day Pleadings Filed by Debtor Tempnology LLC (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/01/2015)
09/01/2015	17 (7 pgs; 2 docs)	Motion to Expedite Hearing Filed by Debtor Tempnology LLC(RE: related document(s) 7 Motion filed by Debtor Tempnology LLC 10 Motion filed by Debtor Tempnology LLC 11 Motion filed by Debtor Tempnology LLC 12 Motion filed by Debtor Tempnology LLC 13 Motion filed by Debtor Tempnology LLC 14 Motion for Adequate Protection filed by Debtor Tempnology LLC Motion

		to Use Cash Collateral) (Attachments: # 1 Proposed Order Exhibit A) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015(mjc). (Entered: 09/01/2015)
09/02/2015	18 (2 pgs)	Meeting of Creditors. 341(a) meeting to be held on 9/23/2015 at 10:00 AM at Room 702, Seventh Floor, 1000 Elm Street, Manchester, NH. Proofs of Claims due by 12/30/2015. (jtp) (Entered: 09/02/2015)
09/02/2015	19 (2 pgs)	Order Granting Motion Expedite Hearing's (related document(s): 7 Motion filed by Debtor Tempnology LLC 10 Motion filed by Debtor Tempnology LLC 11 Motion filed by Debtor Tempnology LLC 12 Motion filed by Debtor Tempnology LLC 13 Motion filed by Debtor Tempnology LLC 14 Motion for Adequate Protection filed by Debtor Tempnology LLC Motion to Use Cash Collateral) Signed on 9/2/2015. Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct

		Debtor filer Re: Docs. 7-14 per court order entered 9/3/2015(mjc). (Entered: 09/02/2015)
09/02/2015	20	Hearing Set On (RE: related document(s)7 Motion filed by Debtor Tempnology LLC 10 Motion filed by Debtor Tempnology LLC 11 Motion filed by Debtor Tempnology LLC 12 Motion filed by Debtor Tempnology LLC 13 Motion filed by Debtor Tempnology LLC 14 Motion for Adequate Protection filed by Debtor Tempnology LLC Motion to Use Cash Collateral). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Docs. 7-14 per court order entered 9/3/2015(mjc). (Entered: 09/02/2015)
09/02/2015	21	Hearing Set On (RE: related document(s)7 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer re: Doc. 7 per

		court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	22	Hearing Set On (RE: related document(s)10 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 19 per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	23	Hearing Set On (RE: related document(s)11 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 11 per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	24	Hearing Set On (RE: related document(s)12 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 12 per court order entered 9/3/2015

(mjc). (Entered: 09/02/2015)

09/02/2015	25	Hearing Set On (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 14 per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	26 (2 pgs)	Amended Notice of Hearing Filed by Debtor Tempnology LLC (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC10 Motion filed by Debtor Tempnology LLC 11 Motion filed by Debtor Tempnology LLC 12 Motion filed by Debtor Tempnology LLC 13 Motion filed by Debtor Tempnology LLC 14 Motion for Adequate Protection filed by Debtor Tempnology LLC Motion to Use Cash Collateral) Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer

		Re: Docs. 7-14 per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	27	Hearing Set On (RE: related document(s)13 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/3/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 13 per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	28 (23 pgs)	Verified Statement re: Debtor's Matrix, List of Creditors Filed by Debtor Tempnology LLC (RE: related document(s) 9 Notice to File Missing Documents (Chapter 11)) (Sklar, Daniel) Modified on 9/2/2015 to add schedule(jtp). Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	29 (41 pgs; 4 docs)	Application to Employ of Phoenix Capital Resources as Investment Banker Filed by Debtor Tempnology LLC(Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit B - Engagement Letter of Phoenix Capital Resources

		# 3 Exhibit C - Declaration of Vincent Colistra) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	30 (39 pgs; 6 docs)	Application to Employ of Nixon Peabody LLP as Counsel Nunc Pro Tunc to the Petition Date Filed by Debtor Tempnology LLC(Attachments: # 1 Exhibit A - Declaration of Daniel W. Sklar # 2 Exhibit 1 To Declaration of Daniel W. Sklar # 3 Exhibit 2 to Declaration of Daniel W. Sklar # 4 Exhibit 3 to Declaration of Daniel W. Sklar # 5 Proposed Order Exhibit B) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	31 (17 pgs; 4 docs)	Application to Employ of Professionals Utilized in Ordinary Course of Business Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit 1 to Proposed Order # 3 Exhibit 2 to Proposed Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered

		9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	32 (15 pgs; 3 docs)	****Administratively Corrected**** Omnibus Motion *to Reject Certain Executory Contracts Nunc Pro Tunc to the Petition Date* Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order Exhibit A # 2Schedule A - Executory Contracts) (Sklar, Daniel) Modified on 9/3/2015 (jtp). Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	33 (12 pgs; 2 docs)	Motion to Pay *Certain Charges Related to Goods Received by Debtor* Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)
09/02/2015	34 (149 pgs; 10 docs)	Motion to Approve Procedures In Connection With Sale Of Substantially All Of Debtors Assets, (B) Approving Stalking Horse Protections, (C) Scheduling Related Auction And Hearing To Consider Approval Of Sale, (D)

Approving Procedures Related To Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (E) Approving Form And Manner Of Notice Thereof, And (II)(A) Authorizing Sale Of Substantially All Of Debtors Assets Pursuant To Successful Bidders Asset Purchase Agreement, Free And Clear Of Liens, Claims, Encumbrances, And Other Interests, And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit 1 to Exhibit A - Bidding Procedures # 3 Exhibit 2 to Exhibit A - Stalking Horse Agreement # 4 Exhibit 3 to Exhibit A - Procedures Notice # 5 Exhibit 4 to Exhibit A - Notice of Assumption and Assignment # 6 Exhibit 1 to Exhibit 4 of Exhibit A - Assumed Contracts # 7 Proposed Order Exhibit B # 8 Asset Purchase Agreement # 9 Declaration of Vincent Colistra) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/02/2015)

09/02/2015	35 (15 pgs; 3 docs)	Omnibus Motion to Reject Executory Contracts Nunc Pro Tunc to the Petition date with Delco Illuminacio y Compementos, Trainers Choice, UK Sports Product, CAI Marketing Group, Hyman Intl, CIA Global Group Ltd, Yija International Trade Group, Cool Canuck, Mission Product Holdings, Ryan Drew, Justin Cupps, SKS Trade, LHR de Mexico, Perennial Sales Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order # 2 Schedule A - Executory Contracts) (jtp) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	36	An Administrative Error was found with the filing of Omnibus Motion to Reject Certain Executory Contracts Nunc Pro Tunc to the Petition Date (Court Doc. No. 32). The incorrect filing event was used. The Clerks Office has re-entered the document onto the case docket using the correct filing event. (RE: related document(s)32 Motion filed by Debtor Tempnology LLC). (jtp) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015

(mjc). (Entered: 09/03/2015)

09/03/2015	37 (5 pgs; 2 docs)	Ex Parte Motion for Christopher M. Desiderio to Appear pro hac vice *as Counsel to Debtor and Debtor in Posession* Filed by Debtor Tempnology LLC (Attachments: # 1 Affidavit Exhibit A) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	38 (4 pgs; 2 docs)	Motion to Amend *The Debtor's Voluntary Petition* Filed by Debtor Tempnology LLC (RE: related document(s) 1 Voluntary Petition (Chapter 11) filed by Debtor Tempnology LLC, dba Coolcore) (Attachments: # 1 Proposed Order) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	39 (1 pg)	Proposed Order Filed by Debtor Tempnology LLC (RE: related document(s) 37 Motion to Appear pro hac vice filed by Debtor Tempnology LLC) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered:

09/03/2015)

09/03/2015	40 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Christopher M. Desiderio for Tempnology LLC added to case. (Related Doc 37) Signed on 9/3/2015. (jtp) Modified on 9/4/2015 to correct Debtor filer per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	41 (1 pg)	Order Directing Debtor Tempnology LLC to File Proposed Order on or before 9/10/15. Signed on 9/3/2015 (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC) Proposed Order due on or before 9/10/2015. (jtp) Modified on 9/4/2015 to correct Debtor filer RE: Doc. 7 per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	42 (1 pg)	Order Directing Debtor Tempnology LLC to File Proposed Order on or before 9/10/15. Signed on 9/3/2015 (RE: related document(s) 10 Motion filed by Debtor Tempnology LLC) Proposed Order due on or before 9/10/2015. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc.10 per court order entered 9/3/2015

(mjc). (Entered: 09/03/2015)

09/03/2015	43 (1 pg)	Order Directing Debtor Tempnology LLC to File Proposed Order on or before 9/10/15. Signed on 9/3/2015 (RE: related document(s) 11 Motion filed by Debtor Tempnology LLC) Proposed Order due on or before 9/10/2015. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 11 per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	44 (1 pg)	Order Directing Debtor Tempnology LLC to File Proposed Order on or before 9/10/15. Signed on 9/3/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) Proposed Order due on or before 9/10/2015. (jtp) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 14 per court order entered 9/3/2015 (mjc). (Entered: 09/03/2015)
09/03/2015	45 (3 pgs)	Order Granting Motion to Honor Returns and Exchanges (Related Doc # 13) Signed on 9/3/2015. (jtp) (Entered: 09/03/2015)
09/03/2015	46	Order Granting Motion For An

	(3 pgs)	Order Under Bankruptcy Code Sections 105(a), 363(b), 506, 1107(a) And 1108 Authorizing Payment Of Certain Prepetition Shipping, Warehousing, And Delivery Charges (Related Doc # 12) Signed on 9/3/2015. (jtp) (Entered: 09/03/2015)
09/03/2015	47 (1 pg)	Order Granting Motion To Amend The Debtor's Voluntary Petition. The Voluntary Petition will be amended by removing "dba Coolcore" from the Debtors Name. (Related Doc # 38) Signed on 9/3/2015. (jtp) (Entered: 09/03/2015)
09/03/2015	48 (4 pgs)	BNC Certificate of Notice. (RE: related document(s) 8 Order Setting Last Day To File Proofs of Claim). No. of Notices: 135. Notice Date 09/03/2015. (Admin.) (Entered: 09/04/2015)
09/03/2015	49 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 9 Notice to File Missing Documents (Chapter 11)). No. of Notices: 1. Notice Date 09/03/2015. (Admin.) (Entered: 09/04/2015)
09/04/2015	50 (6 pgs)	Proposed Order *Interim* Filed by Debtor Tempnology LLC (RE:

		related document(s) 7 Motion filed by Debtor Tempnology LLC) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 7 per court order entered 9/3/2015 (mjc). (Entered: 09/04/2015)
09/04/2015	51 (4 pgs)	Proposed Order *Interim* Filed by Debtor Tempnology LLC(RE: related document(s) 10 Motion filed by Debtor Tempnology LLC) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 10 per court order entered 9/3/2015 (mjc). (Entered: 09/04/2015)
09/04/2015	52 (6 pgs; 2 docs)	Proposed Order *Interim* Filed by Debtor Tempnology LLC(RE: related document(s) 11 Motion filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit 1 - Utility Services List) (Sklar, Daniel) Modified on 9/4/2015 to correct Debtor filer Re: Doc. 11 per court order entered 9/3/2015 (mjc). (Entered: 09/04/2015)
09/04/2015	53 (31 pgs)	Proposed Order *Interim* Filed by Debtor Tempnology LLC (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion

		to Use Cash Collateral) (Sklar, Daniel) (Entered: 09/04/2015)
09/04/2015	54 (6 pgs)	Interim Order Granting Motion of Debtor Pursuant to Bankruptcy Code Sections 105(a), 345(b), 363(c)(1), 364(a), 364(b), and 503(b)(1) and Bankruptcy Rules 6003 and 6004, (A) Authorizing Debtor to Use Existing Cash Management System, (B) Authorizing and Directing Banks and Financial Institutions to Honor and Process Checks and Transfers, and (C) Authorizing Debtor to Use Existing Bank Accounts and Existing Businiess Forms (Related Doc # 7) Signed on 9/4/2015. (gll) (Entered: 09/04/2015)
09/04/2015	55 (4 pgs)	Order Granting Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363(b), 503(b), 507(a)(4), AND 507(a)(8) AND BANKRUPTCY RULES 6003 AND 6004, FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO (A) PAY CERTAIN EMPLOYEE COMPENSATION AND BENEFITS, AND (B)

		MAINTAIN SUCH EMPLOYEE BENEFITS PROGRAMS; AND (II) AUTHORIZING AND DIRECTING BANKS AND FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS(Related Doc # 10) Signed on 9/4/2015. (gll) (Entered: 09/04/2015)
09/04/2015	56 (6 pgs)	Order Granting Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (A) APPROVING DEBTORS PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, AND(B) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE (Related Doc # 11) Signed on 9/4/2015. (gll) (Entered: 09/04/2015)
09/04/2015	57 (31 pgs)	Order granting INTERIM Signed on 9/4/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use

		Cash Collateral and Authorizing Debtor to Obtain Post-Petition Financing (dcs) (Entered: 09/04/2015)
09/04/2015	58	Hearing Set On FINAL (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral and Authorizing Debtor to Obtain Post-Petition Financing). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (dcs) (Entered: 09/04/2015)
09/04/2015	59 (5 pgs; 2 docs)	Certificate of Service Filed by Debtor Tempnology LLC (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral, 57 Order) (Attachments: # 1Notice of Hearing) (Sklar, Daniel) (Entered: 09/04/2015)
09/04/2015	60 (6 pgs)	Notice of Hearing Filed by Debtor Tempnology LLC (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC, 10 Motion filed by Debtor Tempnology LLC, 11 Motion filed by Debtor Tempnology

		LLC, 33 Motion to Pay filed by Debtor Tempnology LLC, 34 Motion to Approve filed by Debtor Tempnology LLC, 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar, Daniel) (Entered: 09/04/2015)
09/04/2015	61 (5 pgs)	BNC Certificate of Notice - Meeting of Creditors. (RE: related document(s) 18 Meeting of Creditors (Chapter 11)). No. of Notices: 137. Notice Date 09/04/2015. (Admin.) (Entered: 09/05/2015)
09/05/2015	62 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 47 Order on Motion to Amend). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/05/2015	63 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 40 Order on Motion to Appear pro hac vice). No. of Notices: 2. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)

09/05/2015	64 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 41 Order Directing). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/05/2015	65 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 42 Order Directing). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/05/2015	66 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 43 Order Directing). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/05/2015	67 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 44 Order Directing). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/05/2015	68 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 45 Order). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)

09/05/2015	69 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 46 Order). No. of Notices: 1. Notice Date 09/05/2015. (Admin.) (Entered: 09/06/2015)
09/06/2015	70 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 54 Order). No. of Notices: 2. Notice Date 09/06/2015. (Admin.) (Entered: 09/07/2015)
09/06/2015	71 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 55 Order). No. of Notices: 2. Notice Date 09/06/2015. (Admin.) (Entered: 09/07/2015)
09/06/2015	72 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 56 Order). No. of Notices: 2. Notice Date 09/06/2015. (Admin.) (Entered: 09/07/2015)
09/06/2015	73 (32 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 57 Order). No. of Notices: 1. Notice Date 09/06/2015. (Admin.) (Entered: 09/07/2015)
09/08/2015	74	Hearing Set On (RE: related document(s)7 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00

		AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	75	Hearing Set On (RE: related document(s)10 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	76	Hearing Set On (RE: related document(s)11 Motion filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	77	Hearing Set On (RE: related document(s)33 Motion to Pay filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	78	Hearing Set On (RE: related document(s)34 Motion to Approve filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00 AM at Court-

		room 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	79	Hearing Set On (RE: related document(s)35 Motion to Assume/Reject filed by Debtor Tempnology LLC). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 09/08/2015)
09/08/2015	80 (2 pgs)	Notice of Appearance and Request for Notice by Michael A. Klass Filed by Creditor Mission Product Holdings, Inc. (Klass, Michael) Modified on 9/8/2015 to correct party type (jtp). (Entered: 09/08/2015)
09/08/2015	82	Order Striking Certificate of Service (Court Doc. No. 81). The document was filed into the incorrect case. Signed on 9/8/2015 /s/ Judge Bruce A. Harwood (RE: related document(s) 81 Certificate of Service filed by Debtor Tempnology LLC) (jtp) (Entered: 09/08/2015)
09/08/2015	83 (3 pgs)	Certificate of Service Filed by Debtor Tempnology LLC (RE: related docu-

		ment(s) 29 Application to Employ filed by Debtor Tempnology LLC, 30 Application to Employ filed by Debtor Tempnology LLC, 31 Application to Employ filed by Debtor Tempnology LLC, 33 Motion to Pay filed by Debtor Tempnology LLC, 34 Motion to Approve filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 09/08/2015)
09/08/2015	84 (3 pgs)	Certificate of Service Filed by Debtor Tempnology LLC (RE: related document(s) 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 09/08/2015)
09/08/2015	85 (6 pgs; 3 docs)	Motion for Robert J. Keach to Appear pro hac vice Filed by Creditor Mission Product Holdings, Inc. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Klass, Michael) (Entered: 09/08/2015)
09/08/2015	86 (6 pgs; 3 docs)	Motion for Roma N. Desai to Appear pro hac vice Filed by Creditor Mission Product Holdings, Inc. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Klass, Michael) (Entered: 09/08/2015)

09/08/2015	87 (6 pgs; 3 docs)	Motion for Michael A. Siedband to Appear pro hac vice Filed by Creditor Mission Product Holdings, Inc. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Klass, Michael) (Entered: 09/08/2015)
09/08/2015	88 (6 pgs; 3 docs)	Motion for Jessica A. Lewis to Appear pro hac vice Filed by Creditor Mission Product Holdings, Inc. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Klass, Michael) (Entered: 09/08/2015)
09/08/2015	89 (55 pgs)	Debtor Organizational Documents Filed by Debtor Tempnology LLC (RE: related document(s) 9 Notice to File Missing Documents (Chapter 11)) (Sklar, Daniel) (Entered: 09/08/2015)
09/08/2015	90 (6 pgs; 3 docs)	Motion for Attorney Lee Harrington to Appear pro hac vice Filed by Debtor Tempnology LLC (Attachments: # 1 Affidavit Exhibit A # 2 Proposed Order) (Sklar, Daniel) (Entered: 09/08/2015)
09/08/2015	91 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Robert J. Keach for Mission Product

		Holdings, Inc. added to case. (Related Doc # 85) Signed on 9/8/2015. (jtp) (Entered: 09/09/2015)
09/08/2015	92 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Roma N. Desai for Mission Product Holdings, Inc. added to case. (Related Doc # 86) Signed on 9/8/2015. (jtp) (Entered: 09/09/2015)
09/08/2015	93 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Michael Siedband for Mission Product Holdings, Inc. added to case. (Related Doc # 87) Signed on 9/8/2015. (jtp) (Entered: 09/09/2015)
09/08/2015	94 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Jessica A. Lewis for Mission Product Holdings, Inc. added to case. (Related Doc # 88) Signed on 9/8/2015. (jtp) (Entered: 09/09/2015)
09/09/2015	95 (1 pg)	Order Granting Motion To Appear pro hac vice. Attorney Lee Harrington for Tempnology LLC added to case. (Related Doc # 90) Signed on 9/9/2015. (jtp) (En-

tered: 09/09/2015)

09/10/2015	96 (1 pg)	Courts Certificate of Service (RE: related document(s) 93 Order on Motion to Appear pro hac vice) (jtp) (Entered: 09/10/2015)
09/11/2015	97 (2 pgs)	Notice of Appearance and Request for Notice by James F. Raymond Filed by Creditor Cool Canuck Corp. (Raymond, James) (Entered: 09/11/2015)
09/11/2015	98 (2 pgs)	Notice of Appearance and Request for Notice by Steven J. Venezia Filed by Creditor Cool Canuck Corp. (Venezia, Steven) (Entered: 09/11/2015)
09/11/2015	99 (64 pgs; 3 docs)	Objection Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral, 34 Motion to Approve filed by Debtor Tempnology LLC, 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit A - Co-Marketing and Distribution Agreement # 2 Exhibit B - Arbitration Decision) (Keach, Robert) (Entered:

09/11/2015)

09/11/2015	100 (3 pgs)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 99Objection filed by Creditor Mission Product Holdings, Inc.) (Keach, Robert) (Entered: 09/11/2015)
09/11/2015	101 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 91 Order on Motion to Appear pro hac vice). No. of Notices: 2. Notice Date 09/11/2015. (Admin.) (Entered: 09/12/2015)
09/11/2015	102 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 92 Order on Motion to Appear pro hac vice). No. of Notices: 2. Notice Date 09/11/2015. (Admin.) (Entered: 09/12/2015)
09/11/2015	103 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 93 Order on Motion to Appear pro hac vice). No. of Notices: 2. Notice Date 09/11/2015. (Admin.) (Entered: 09/12/2015)
09/11/2015	104 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 94 Order on Motion to

		Appear pro hac vice). No. of Notices: 3. Notice Date 09/11/2015. (Admin.) (Entered: 09/12/2015)
09/11/2015	105 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 95 Order on Motion to Appear pro hac vice). No. of Notices: 3. Notice Date 09/11/2015. (Admin.) (Entered: 09/12/2015)
09/14/2015	106 (1 pg)	Notice of Dismissal (Contingent). This case shall be dismissed after October 5, 2015 For Failure to Submit Declarations Regarding Electronic Filing - LBF 5005-4 re: List of 20 Largest Unsecured Creditors Doc. No. 6, Verified Statement re: Debtor's Matrix, List of Creditors Doc. No. 28 unless the missing documents/fees are filed/submitted and/or paid. (RE: related document(s)6 20 Largest Unsecured Creditors filed by Debtor Tempnology LLC, 28 Verified Statement re: Debtor's Matrix filed by Debtor Tempnology LLC). Case to be Dismissed Unless Conditions Met on or before 10/5/2015. (gll) (Entered: 09/14/2015)
09/14/2015	107 (17 pgs;	Motion to Convert Chapter Case to Chapter 7. Receipt Number

	4 docs)	UST, Fee Amount $ 15., Motion to Appoint Trustee, Motion to Appoint Examiner Filed by U.S. Trustee Office of the U.S. Trustee (Attachments: # 1Proposed Order to Convert to Chapter 7 # 2 Proposed Order Authorizing Appointment of Chapter 11 Trustee # 3 Proposed Order Directing Appointment of Examiner) (Dirsa, Ann) (Entered: 09/14/2015)
09/14/2015	108 (3 pgs; 2 docs)	Motion to Expedite Hearing Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 107Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner) (Attachments: # 1 Proposed Order) (Dirsa, Ann) (Entered: 09/14/2015)
09/14/2015	109 (1 pg)	Order Granting Motion Expedite Hearing (related document(s) 107 Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner) Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester,

		NH. Signed on 9/14/2015. (hk) (Entered: 09/14/2015)
09/14/2015	110 (1 pg)	Hearing Scheduled (RE: related document(s)107 Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner). Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (hk) (Entered: 09/14/2015)
09/15/2015	111 (31 pgs; 3 docs)	Motion to Appoint Trustee , Motion to Appoint Examiner Filed by Creditor Mission Product Holdings, Inc. (Attachments: # 1 Exhibit A - Arbitration Decision # 2 Proposed Order) (Keach, Robert) (Entered: 09/15/2015)
09/15/2015	112 (5 pgs; 2 docs)	Motion to Expedite Hearing , Motion to Shorten Notice Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc., Motion to Appoint Examiner) (Attachments: # 1 Proposed Order) (Keach, Robert) (Entered: 09/15/2015)

09/15/2015	113 (1 pg)	Order Granting Motion Expedite Hearing (related document(s) 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc., Motion to Appoint Examiner), Granting Motion To Shorten Notice (Related Doc # 112) Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. Signed on 9/15/2015. (hk) (Entered: 09/15/2015)
09/15/2015	114 (2 pgs)	Notice of Hearing Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc., Motion to Appoint Examiner) Hearing scheduled for 9/18/2015 at 10:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Keach, Robert) (Entered: 09/15/2015)
09/15/2015	115 (4 pgs)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc., Motion to Appoint Examiner, 112Motion to

		Expedite Hearing filed by Creditor Mission Product Holdings, Inc., Motion to Shorten Notice, 114Notice of Hearing filed by Creditor Mission Product Holdings, Inc.) (Keach, Robert) (Entered: 09/15/2015)
09/16/2015	116 (8 pgs; 4 docs)	Report of Bankruptcy Rule 2015.3 *Periodic Report Regarding Value, Operations and Profitability of Entities in Which the Estate of Tempnology, LLC Holds a Substantial or Controlling Interest* Filed by Debtor Tempnology LLC (Attachments: # 1 Exhibit A - Valuation Estimate for Granite Textiles Co. Ltd # 2 Exhibit B - Financial Statements # 3 Exhibit C - Description of Operations for Granite Textiles Co., Ltd) (Sklar, Daniel) (Entered: 09/16/2015)
09/16/2015	117 (10 pgs)	Objection Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (Dirsa, Ann) (Entered: 09/16/2015)
09/16/2015	118 (4 pgs)	Objection Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 34 Motion to

		Approve filed by Debtor Tempnology LLC) (Dirsa, Ann) (Entered: 09/16/2015)
09/16/2015	119 (1 pg)	Notice of Dismissal (Contingent). This case shall be dismissed after October 7, 2015 For Failure to File Schedules unless the missing documents/fees are filed/submitted and/or paid. Missing documents: Equity Security Holder List, Statement of Parent/Public Companies (RE: related document(s)9 Notice to File Missing Documents (Chapter 11)). Case to be Dismissed Unless Conditions Met on or before 10/7/2015. (hk) (Entered: 09/16/2015)
09/16/2015	120 (4 pgs)	BNC Certificate of Notice - Hearing. (RE: related document(s) 110 Hearing Scheduled). No. of Notices: 136. Notice Date 09/16/2015. (Admin.) (Entered: 09/17/2015)
09/16/2015	121 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 106 Notice of Dismissal (Contingent)). No. of Notices: 1. Notice Date 09/16/2015. (Admin.) (Entered: 09/17/2015)

09/17/2015	122 (14 pgs)	Reply *to Mission Product Holdings, Inc.'s (I) Objection to Debtor's (A) Rejection Motion; (B) Sale Motion; and (C) DIP Financing Motion; and (II) Election Pursuant to 11 U.S.C. Section 365(n)(1)(B)* Filed by Debtor Tempnology LLC (RE: related document(s) 99 Objection filed by Creditor Mission Product Holdings, Inc.) (Sklar, Daniel) (Entered: 09/17/2015)
09/17/2015	123 (14 pgs)	Objection *to (A) Motion of United States Trustee for an Order Converting the Debtor's Case to Chapter 7 or in the Alternative Authorizing the Appointment of a Chapter 11 Trustee or Examiner and (B) Mission Product Holdings, Inc.'s Motion for an Order Directing the Appointment of a Chapter 11 Trustee or Examiner Pursuant to 11 U.S.C. Section 1104 and Fed. R. Bankr. P. 2007.1* Filed by Debtor Tempnology LLC (RE: related document(s) 107 Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner, 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc.,

		Motion to Appoint Examiner) (Sklar, Daniel) (Entered: 09/17/2015)
09/17/2015	124 (4 pgs)	Notice of Hearing Filed by Debtor Tempnology LLC (RE: related document(s) 29 Application to Employ filed by Debtor Tempnology LLC, 30 Application to Employ filed by Debtor Tempnology LLC, 31 Application to Employ filed by Debtor Tempnology LLC) Hearing scheduled for 10/8/2015 at 01:30 PM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar, Daniel) (Entered: 09/17/2015)
09/17/2015	125 (65 pgs; 2 docs)	Limited Response Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 99Objection filed by Creditor Mission Product Holdings, Inc., 117 Objection filed by U.S. Trustee Office of the U.S. Trustee, 118 Objection filed by U.S. Trustee Office of the U.S. Trustee) (Attachments: # 1 Exhibit) (Candon, Christopher) (Entered: 09/17/2015)
09/17/2015	126 (3 pgs)	Certificate of Service Filed by Creditor Schleicher & Stebbins

		Hotels, L.L.C. (RE: related document(s) 125Response filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Candon, Christopher) (Entered: 09/17/2015)
09/17/2015	127 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 113 Order on Motion to Expedite Hearing). No. of Notices: 1. Notice Date 09/17/2015. (Admin.) (Entered: 09/18/2015)
09/18/2015	128 (1 pg)	Order Directing Debtor to File Revised Proposed Order on or before 9/25/15. Signed on 9/18/2015 (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC) Revised Proposed Order due on or before 9/25/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	129 (1 pg)	Order Directing Debtor/Movant to File Revised Proposed Order on or before 9/25/15. Signed on 9/18/2015 (RE: related document(s) 11 Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (A) APPROVING DEBTORS PROPOSED ADEQUATE ASSURANCE OF PAYMENT

		TO UTILITY COMPANIES, AND(B) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE filed by Debtor Tempnology LLC) Revised Proposed Order due on or before 9/25/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	130 (1 pg)	Order Directing Debtor/Movant to File Proposed Order on or before 9/25/15. Signed on 9/18/2015 (RE: related document(s) 14 Motion for Adequate Protection and Scheduling of a Final Hearing, Motion to Use Cash Collateral and Authorizing Debtor to Obtain Post-Petition Financing filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) Proposed Order due on or before 9/25/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	131 (1 pg)	Order to Continue/Schedule Hearing Signed on 9/18/2015 (RE: related document(s) 34 Motion to Approve Procedures In Connection With Sale Of Substantially All Of Debtors Assets, (B) Approving Stalking Horse Protections, (C) Scheduling Related Auction And Hearing To Consid-

		er Approval Of Sale, (D) Approving Procedures Related To Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (E) Approving Form And Manner Of Notice Thereof, And (II)(A) Authorizing Sale Of Substantially All Of Debtors Assets Pursuant To Successful Bidders Asset Purchase Agreement, Free And Clear Of Liens, Claims, Encumbrances, And Other Interests, And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto filed by Debtor Tempnology LLC) Hearing scheduled for 10/2/2015 at 09:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (dcs) (Entered: 09/18/2015)
09/18/2015	132 (1 pg)	Order Directing Debtor to File Proposed Order on or before 9/25/15. Signed on 9/18/2015 (RE: related document(s) 35 Motion to Assume/Reject Nunc Pro Tunc to the Petition date with Delco Illuminacio y Compementos, Trainers Choice, UK Sports Product, CAI Marketing Group, Hyman Intl, CIA Global Group Ltd, Yija

		International Trade Group, Cool Canuck, Mission Product Holdings, Ryan Drew, Justin Cupps, SKS Trade, LHR de Mexico, Perennial Sales filed by Debtor Tempnology LLC) Proposed Order due on or before 9/25/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	133 (1 pg)	Order Directing UST to File Revised Proposed Order appointing examiner on or before 9/25/15. Signed on 9/18/2015 (RE: related document(s) 107 Motion to Convert to Chapter 7 filed by U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner) Proposed Order due on or before 9/25/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	134 (1 pg)	Order Denying as Moot Motion To Appoint Trustee (Related Doc # 111), Denying as Moot Motion To Appoint Examiner (Related Doc # 111) Signed on 9/18/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	135 (4 pgs)	FINAL Order Granting Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363(b), 503(b), 507(a)(4), AND 507(a)(8) AND BANKRUPTCY RULES 6003

		AND 6004, FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO (A) PAY CERTAIN EMPLOYEE COMPENSATION AND BENEFITS, AND (B) MAINTAIN SUCH EMPLOYEE BENEFITS PROGRAMS; AND (II) AUTHORIZING AND DIRECTING BANKS AND FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS (Related Doc # 10) Signed on 9/18/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	136 (3 pgs)	Order Granting Motion To Pay Certain Charges Related to Goods Received by Debtor (Related Doc # 33) Signed on 9/18/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	137 (3 pgs)	Proposed Order *(Amended)* Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 107Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to

		Appoint Examiner, 133 Order Directing) (Dirsa, Ann) (Entered: 09/18/2015)
09/18/2015	138 (3 pgs)	Order Granting Motion To Appoint Examiner (Related Doc # 107) Signed on 9/18/2015. (dcs) (Entered: 09/18/2015)
09/18/2015	139 (13 pgs; 4 docs)	Exhibit *A - Amended - Declaration of Daniel W. Sklar in Support of Debtor's Application, Pursuant to Bankruptcy Code Sections 327(a), 328(a), and 329(a) and Bankruptcy Rules 2014(a) and 2016(b), For Entry of an Order Authorizing the Retention and Employment of Nixon Peabody LLP as Counsel, Nunc Pro Tunc to the Petition Date* Filed by Debtor Tempnology LLC (RE: related document(s) 30 Application to Employ filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit 1 - List of Interested Parties # 2 Exhibit 2 - Additional Parties in Interest or Their Affiliates Whom Nixon Peabody Represents or Has Represented in the Past in Matters Unrelated to the Debtor # 3 Exhibit 3 - Parties in Interest or Their Affiliates Whom Nixon Peabody Repre-

		sents or Has Represented in the Past in Matters Related to the Debtor) (Sklar, Daniel) (Entered: 09/18/2015)
09/18/2015	140 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 119 Notice of Dismissal (Contingent)). No. of Notices: 1. Notice Date 09/18/2015. (Admin.) (Entered: 09/19/2015)
09/18/2015	151 (3 pgs)	Order Denying Motion to Convert Case to Chapter 7 (Related Doc # 107), Denying Motion To Appoint Trustee (Related Doc # 107) Signed on 9/18/2015. (dcs) (Entered: 09/21/2015)
09/20/2015	141 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 136 Order on Motion to Pay). No. of Notices: 137. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	142 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 138 Order on Motion to Appoint Examiner). No. of Notices: 137. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	143	BNC Certificate of Notice - PDF

	(4 pgs)	Document. (RE: related document(s) 134 Order on Motion to Appoint Trustee). No. of Notices: 137. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	144 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 131 Order to Continue/Schedule Hearing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	145 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 128 Order Directing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	146 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 129 Order Directing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	147 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 130 Order Directing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)

09/20/2015	148 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 132 Order Directing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	149 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 133 Order Directing). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/20/2015	150 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 135 Order). No. of Notices: 2. Notice Date 09/20/2015. (Admin.) (Entered: 09/21/2015)
09/21/2015	152 (3 pgs)	Certificate of Service Filed by Debtor Tempnology LLC (RE: related document(s) 139 Exhibit filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 09/21/2015)
09/21/2015	153 (5 pgs; 2 docs)	Proposed Order Filed by Debtor Tempnology LLC (RE: related document(s) 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) (Attachments: # 1 Schedule A - Executory Contracts) (Sklar, Daniel). Modified

		on 9/21/2015 to remove link to doc. no. 132 (hk). (Entered: 09/21/2015)
09/21/2015	154 (6 pgs; 2 docs)	Proposed Order *Pursuant to Bankruptcy Code Sections 105(a) and 366(A) Approving Debtor's Proposed Adequate Assurance of Payment to Utility Companies, and (B) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service* Filed by Debtor Tempnology LLC (RE: related document(s) 11 Motion filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit 1 - Utility Services List) (Sklar, Daniel). Modified on 9/21/2015 to remove link to doc. no. 129 (hk). (Entered: 09/21/2015)
09/21/2015	155 (6 pgs)	Proposed Order *Pursuant to Bankruptcy Code Sections 105(a), 345(B), 363(c)(1), 364(a), 364(b), and 503(b)(1), and Bankruptcy Rules 6003 and 6004 (A) Authorizing Debtor to Use Existing Cash Management System, (B) Authorizing and Directing Banks and Financial Institutions to Honor and Process Checks and Transfers, and (C) Authorizing Debtor to Use Existing Bank Accounts and Existing*

		Business Forms Filed by Debtor Tempnology LLC (RE: related document(s) 7 Motion filed by Debtor Tempnology LLC) (Sklar, Daniel). Modified on 9/21/2015 to remove link to doc. no. 128 (hk). (Entered: 09/21/2015)
09/21/2015	156 (4 pgs)	Equity Security Holders, Statement of Parent/Public Companies Filed by Debtor Tempnology LLC (RE: related document(s) 9 Notice to File Missing Documents (Chapter 11)) (Sklar, Daniel) (Entered: 09/21/2015)
09/21/2015	157 (6 pgs)	Order Granting Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (A) APPROVING DEBTORS PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, AND(B) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE (Related Doc # 11) Signed on 9/21/2015. (hk) (Entered: 09/21/2015)
09/21/2015	158 (5 pgs)	Order Granting Omnibus Motion to Reject Executory Contracts

		Nunc Pro Tunc to the Petition date with Delco Illuminacio y Compementos, Trainers Choice, UK Sports Product, CAI Marketing Group, Hyman Intl, CIA Global Group Ltd, Yija International Trade Group, Cool Canuck, Mission Product Holdings, Ryan Drew, Justin Cupps, SKS Trade, LHR de Mexico, Perennial Sales (Related Doc # 35) Signed on 9/21/2015. (hk) (Entered: 09/21/2015)
09/22/2015	159 (6 pgs)	Order Granting Motion of Debtor for Entry of Interim and Final Orders, Pursuant to Bankruptcy Code Sections 105(a), 345(b), 363(c)(1), 364(a), 364(b), and 503(b)(1) and Bankruptcy Rules 6003 and 6004, (A) Authoriziing Debtor to Use Existing Cash Management System, (B) Authorizing and Directing Banks and Financial Institutions to Honor and Process Checks and Transfers, and (C) Authorizing Debtor to Use Existing Bank Accounts and Existing Businiess Forms (Related Doc # 7) Signed on 9/22/2015. (hk) (Entered: 09/22/2015)
09/23/2015	160	** Stricken Per Order Entered

		9/23/2015** Order to Continue/Schedule Hearing with respect to the MP Agreement(RE: related document(s) 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) Hearing scheduled for 10/2/2015 at 09:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. Signed on 9/23/2015 to add docket text re: MP Agreement ((mjc) Modified on 9/25/2015 (mjc). (Entered: 09/23/2015)
09/23/2015	161	Hearing Set On (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral, 35 Motion to Assume/Reject filed by Debtor Tempnology LLC). Hearing scheduled for 10/2/2015 at 09:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (mjc) (Entered: 09/23/2015)
09/23/2015	162	Hearing Set On (RE: related document(s)34 Motion to Approve filed by Debtor Tempnology LLC). Hearing scheduled for 10/2/2015 at 09:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (mjc) (Entered: 09/23/2015)

09/23/2015	163 (2 pgs)	Proposed Order *Second Interim (A) Authorizing Debtor to Obtain Post-Petition Financing, (B) Authorizing The Use Of Cash Collateral, (C) Granting Adequate Protection, and (D) Setting a Final Hearing* Filed by Debtor Tempnology LLC (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (Sklar, Daniel) (Entered: 09/23/2015)
09/23/2015	164 (4 pgs; 3 docs)	Ex Parte Motion to Approve Appointment of Examiner Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 138 Order on Motion to Appoint Examiner) (Attachments: # 1 Affidavit # 2 Proposed Order) (Dirsa, Ann) (Entered: 09/23/2015)
09/23/2015	165 (1 pg)	Notice/Certificate Appointing Examiner . Michael S. Askenaizer added to case. Filed by U.S. Trustee Office of the U.S. Trustee (Dirsa, Ann) (Entered: 09/23/2015)
09/23/2015	166 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 158 Order on Motion to

		Assume/Reject). No. of Notices: 1. Notice Date 09/23/2015. (Admin.) (Entered: 09/24/2015)
09/23/2015	167 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 157 Order). No. of Notices: 1. Notice Date 09/23/2015. (Admin.) (Entered: 09/24/2015)
09/24/2015	168	341 Meeting of Creditors Held and Concluded. Debtor(s) sworn. Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 18 Meeting of Creditors (Chapter 11)) (Dirsa, Ann) (Entered: 09/24/2015)
09/24/2015	169 (1 pg)	Notice of Inability to Appoint Official Creditors' Committee Filed by U.S. Trustee Office of the U.S. Trustee (Dirsa, Ann) (Entered: 09/24/2015)
09/24/2015	170 (2 pgs)	Order Granting Second Interm Order (A) Authorizing Debtor to Obtain Post-Petition Financing, (B) Authorizing the use of Cash Collateral, (C) Granting Adequate Protection and (D) Setting a Final Hearing. Signed on 9/24/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Temp-

		nology LLC, Motion to Use Cash Collateral) (jtp) (Entered: 09/24/2015)
09/24/2015	171 (1 pg)	Order Granting Ex Parte Motion to Approve Appointment of Examiner (Related Doc # 164) Signed on 9/24/2015. (jtp) (Entered: 09/24/2015)
09/24/2015	172 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 159 Order). No. of Notices: 1. Notice Date 09/24/2015. (Admin.) (Entered: 09/25/2015)
09/25/2015	173	Order Striking Order (Court Doc. No.160). The document filed is stricken as being incomplete or unreadable. Signed on 9/25/2015 /s/ Judge Bruce A. Harwood (RE: related document(s) 160 Order to Continue/Schedule Hearing)No PDF Attached (mjc) (Entered: 09/25/2015)
09/25/2015	174 (1 pg)	Order Reassigning Case. Judge J. Michael Deasy added to case. Involvement of Judge Bruce A. Harwood ended. The Hearings currently scheduled for October 2, 2015 at 9:00 am and October 8, 2015 at 1:30 pm will proceed as scheduled in Courtroom 2. Signed

		on 9/25/2015 (RE: related document(s) 1 Voluntary Petition (Chapter 11) filed by Debtor Tempnology LLC) (jtp) (Entered: 09/25/2015)
09/26/2015	175 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 171 Order on Motion to Approve). No. of Notices: 3. Notice Date 09/26/2015. (Admin.) (Entered: 09/27/2015)
09/26/2015	176 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 170 Order). No. of Notices: 3. Notice Date 09/26/2015. (Admin.) (Entered: 09/27/2015)
09/27/2015	177 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 174 Order Reassigning Case). No. of Notices: 138. Notice Date 09/27/2015. (Admin.) (Entered: 09/28/2015)
09/30/2015	178 (1 pg)	Notice of Dismissal (Contingent). This case shall be dismissed after October 21, 2015 For Failure to Submit Declaration Regarding Electronic Filing - LBF 5005-4 re: Chapter 11 Voluntary Petition Doc. No. 1 unless the missing documents/fees are

		filed/submitted and/or paid. (RE: related document(s)1 Voluntary Petition (Chapter 11) filed by Debtor Tempnology LLC). Case to be Dismissed Unless Conditions Met on or before 10/21/2015. (gll) (Entered: 09/30/2015)
09/30/2015	179 (16 pgs)	Memorandum of Law Filed by Debtor Tempnology LLC (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC, 35 Motion to Assume/Reject filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 09/30/2015)
09/30/2015	180 (72 pgs; 8 docs)	Report of Examiner's First Interim Report Filed by Examiner Michael S. Askenaizer (Attachments: # 1Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7) (Askenaizer, Michael) (Entered: 09/30/2015)
10/02/2015	181 (1 pg)	Order to Continue/Schedule Hearing, Order Directing Tempnology LLC to File Proposed Order on or before 10/9/15. Signed on 10/2/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash

		Collateral) Hearing scheduled for 11/18/2015 at 09:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. Proposed Order due on or before 10/9/2015. (jtp) (Entered: 10/02/2015)
10/02/2015	182 (1 pg)	Order Directing Tempnology LLC to File Proposed Order on or before 10/9/15. Signed on 10/2/2015 (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) Proposed Order due on or before 10/9/2015. (jtp) (Entered: 10/02/2015)
10/02/2015	183 (1 pg)	Notice of Rescheduled Hearing TIME CHANGE ONLY(RE: related document(s)29 Application to Employ filed by Debtor Tempnology LLC, 30 Application to Employ filed by Debtor Tempnology LLC, 31Application to Employ filed by Debtor Tempnology LLC). Hearing scheduled for 10/8/2015 at 10:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (mbs) (Entered: 10/02/2015)
10/02/2015	184 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 178 Notice of Dismissal (Contingent)). No. of

		Notices: 1. Notice Date 10/02/2015. (Admin.) (Entered: 10/03/2015)
10/02/2015	188 (1 pg)	Order Granting Motion To Reject the contract of Mission Product Holdings (Related Doc # 35) Signed on 10/2/2015. (jtp) (Entered: 10/05/2015)
10/04/2015	185 (5 pgs)	BNC Certificate of Notice. (RE: related document(s) 183 Notice of Rescheduled Hearing). No. of Notices: 141. Notice Date 10/04/2015. (Admin.) (Entered: 10/05/2015)
10/04/2015	186 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 181 Order to Continue/Schedule Hearing). No. of Notices: 3. Notice Date 10/04/2015. (Admin.) (Entered: 10/05/2015)
10/04/2015	187 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 182 Order Directing). No. of Notices: 3. Notice Date 10/04/2015. (Admin.) (Entered: 10/05/2015)
10/06/2015	189 (9 pgs; 3 docs)	Ex Parte Application to Employ Ryan M. Borden of Ford & McPartlin, PA as General Coun-

		sel Filed by Examiner Michael S. Askenaizer (Attachments: # 1 Affidavit Rule 2014(a) Statement of Ryan M. Borden # 2Proposed Order) (Borden, Ryan) (Entered: 10/06/2015)
10/06/2015	190 (9 pgs; 3 docs)	Proposed Order *Authorizing Debtor to Employ Professionals Utilized in the Ordinary Course of Business* Filed by Debtor Tempnology LLC (RE: related document(s) 31 Application to Employ filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit 1 - Ordinary Course Professionals # 2 Exhibit 2 - Ordinary Course Professional Declaration) (Sklar, Daniel) (Entered: 10/06/2015)
10/07/2015	191 (101 pgs; 6 docs)	Proposed Order *(A) Approving Procedures In Connection With The Sale Of Substantially All Of Debtors Assets; (B) Scheduling Related Auction And Hearing To Consider Approval Of Sale; (C) Approving Procedures Related To The Assumption And Assignment Of Executory Contracts And Unexpired Leases; (D) Approving The Form And Manner Of Notice Thereof; And (E) Granting Related Relief* Filed by

		Debtor Tempnology LLC (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit 1 - Bidding Procedures # 2 Exhibit 2 - Asset Purchase Agreement # 3 Exhibit 3 - Procedures Notice # 4 Exhibit 4 - Notice of Assumption and Assignment # 5 Exhibit 1 to Exhibit 4 - Assumed Contracts) (Sklar, Daniel) (Entered: 10/07/2015)
10/07/2015	192 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 188 Order on Motion to Assume/Reject). No. of Notices: 3. Notice Date 10/07/2015. (Admin.) (Entered: 10/08/2015)
10/08/2015	193 (1 pg)	Order Granting Application to Employ Ford & McPartlin, P.A. (Related Doc # 189) Signed on 10/8/2015. (jtp) (Entered: 10/08/2015)
10/08/2015	194 (101 pgs)	Order Granting Motion To Approving Procedures in Connection with the Sale of Substantially all of Debtor's Assets; (B) Scheduling related Acution and Haring to Consider Approval of Sale; (C) Approving Procedures related to the Assumption and Assignment

		of Executory Contracts and Unexpired Leases; (D) Approving the Form and manner of Notice thereof; and (E) Ganting Related Relief.(Related Doc # 34) Signed on 10/8/2015. (jtp) (Entered: 10/08/2015)
10/08/2015	195 (1 pg)	Order to Continue Hearing on Application to Employ of Phoenix Capital Resources as Investment Banker on a contingent basis. The Court may approve the Applicaiton prior if an agreed upon proposed order is submitted. Signed on 10/8/2015 (RE: related document(s) 29 Application to Employ filed by Debtor Tempnology LLC) Hearing scheduled for 10/20/2015 at 09:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 10/08/2015)
10/08/2015	196 (5 pgs)	Order Granting Application to Employ of Nixon Peabody LLP as Counsel Nunc Pro Tunc to the Petition Date (Related Doc # 30) Signed on 10/8/2015. (jtp) (Entered: 10/08/2015)
10/08/2015	197 (9 pgs)	Order Granting Application to Employ Baker Newman Noyes, and Caseiro Burke LLC, and

		Greenberg Traurig, LLC, and Stebbins, Lazos & Van Der Beken, P.A., and Tucker & Latifi LLP (Related Doc # 31) Signed on 10/8/2015. (jtp) (Entered: 10/08/2015)
10/08/2015	199 (12 pgs)	Notice of Sale Procedures, Auction Date, and Sale Hearing Filed by Debtor Tempnology LLC (Sklar, Daniel) (Entered: 10/08/2015)
10/08/2015	200 (13 pgs; 2 docs)	Notice of Assumption and Assignment of Contract and Lease Filed by Debtor Tempnology LLC (Attachments: # 1 Exhibit 1 - Assumed Contracts) (Sklar, Daniel) (Entered: 10/08/2015)
10/08/2015	201 (3 pgs)	Proposed Order *Third Interim (A) Authorizing Debtor to Obtain Post -Petition Financing, (B) Authorizing the Use of Cash Collateral, (C) Granting Adequate Protection, And (D) Setting a Final Hearing* Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (Candon, Christopher)

(Entered: 10/08/2015)

10/09/2015	202 (3 pgs)	Order Granting Third Interim Order (A) Authoriizing Debtor to Obtain Post-Petition Financing, (B) Authorizing the Use of Cash Collateral, (C) Granting Adequate Protection and (D) Setting a Final Hearing Signed on 10/9/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (jtp) (Entered: 10/09/2015)
10/09/2015	203 (2 pgs)	Notice of Appearance and Request for Notice by Edmond J. Ford Filed by Examiner Michael S. Askenaizer (Ford, Edmond) (Entered: 10/09/2015)
10/10/2015	204 (102 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 194 Order on Motion to Approve). No. of Notices: 4. Notice Date 10/10/2015. (Admin.) (Entered: 10/11/2015)
10/10/2015	205 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 195 Order to Continue/Schedule Hearing). No. of Notices: 4. Notice Date 10/10/2015.

(Admin.) (Entered: 10/11/2015)

10/10/2015	206 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 193 Order on Application to Employ). No. of Notices: 4. Notice Date 10/10/2015. (Admin.) (Entered: 10/11/2015)
10/10/2015	207 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 196 Order on Application to Employ). No. of Notices: 5. Notice Date 10/10/2015. (Admin.) (Entered: 10/11/2015)
10/10/2015	208 (10 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 197 Order on Application to Employ). No. of Notices: 10. Notice Date 10/10/2015. (Admin.) (Entered: 10/11/2015)
10/11/2015	209 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 202 Order). No. of Notices: 10. Notice Date 10/11/2015. (Admin.) (Entered: 10/12/2015)
10/15/2015	210 (26 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period September 30, 2015 Filed by Debtor Tempnology LLC (Sklar, Daniel) (Entered:

10/15/2015)

10/15/2015	211 (74 pgs; 4 docs)	Motion *for Determination of Applicability and Scope of Mission Product Holdings, Inc.'s Election Pursuant to 11 U.S.C. Section 365(n)(1)(B)* Filed by Debtor Tempnology LLC Hearing scheduled for 11/3/2015 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Co-Marketing and Distribution Agreement # 2 Proposed Order # 3 Notice of Hearing) (Sklar, Daniel) (Entered: 10/15/2015)
10/15/2015	212 (10 pgs; 2 docs)	Proposed Order Filed by Debtor Tempnology LLC (RE: related document(s) 29 Application to Employ filed by Debtor Tempnology LLC) (Attachments: # 1 Redlined Version of Proposed Order) (Sklar, Daniel) (Entered: 10/15/2015)
10/15/2015	213 (10 pgs)	****Entered In Error**** Amended Schedule F. Fee Amount $ 30, Amendment to Creditor Matrix. Fee Amount $ 30. *Amendment to Schedule B, Statement of Financial Affairs and List of Creditors Holding 20 Largest Unsecured Claims* Filed by Debtor Temp-

		nology LLC Proofs of Claims for added creditors due by 1/13/2016. Proofs of Claims for added creditors due by 1/13/2016. (Sklar, Daniel) Modified on 10/16/2015 Reason document was entered in error. (i.e. no debtor verification re: amendment) (jtp). (Entered: 10/15/2015)
10/15/2015	214	Receipt of Amended Schedules D,E,F (FEE)(15-11400-JMD) [misc,amdscha] (30.00) filing fee. Receipt number 3000677, Fee amount $ 30.00. (re: Doc#213). (U.S. Treasury) (Entered: 10/15/2015)
10/15/2015	215	Receipt of Amended Creditor Matrix (FEE)(15-11400-JMD) [misc,amdcma] (30.00) filing fee. Receipt number 3000677, Fee amount $ 30.00 (re: Doc#213). (U.S. Treasury) (Entered: 10/15/2015)
10/16/2015	216 (1 pg)	Notice to Counsel Electronically Filing Amendment to Schedules. Amendments to Schedules must be verified/signed by the debtor and the attorney for the debtor using the /s/ NAME signature. Bankruptcy Rule 9011(a) and 1008; 28 U.S.C. section 1746. The

		amendment filed on 10/15/15, court document number 213 is being marked as entered in error. (RE: related document(s)213 Amended Schedules D,E,F (FEE) filed by Debtor Tempnology LLC, Amended Creditor Matrix (FEE)). (jtp) (Entered: 10/16/2015)
10/16/2015	217 (27 pgs)	Amended Schedule B, F, Statement of Financial Affairs, List of Creditors Holding 20 Largest Unsecured Claims, Creditor Matrix. Receipt Number N/A, Fee Amount $ 30 Filed by Debtor Tempnology LLC Proofs of Claims for added creditors due by 1/16/2016. (Sklar, Daniel) Modified on 10/19/2015 to add schedules(jtp). (Entered: 10/16/2015)
10/18/2015	218 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 216 Notice of Amendment with No Debtor's Verification). No. of Notices: 1. Notice Date 10/18/2015. (Admin.) (Entered: 10/19/2015)
10/19/2015	219 (2 pgs)	Statement of Chris A. Caseiro, on Behalf of Caseiro Burke, LLC Filed by Debtor Tempnology LLC (RE: related document(s) 31 Application to Employ

		filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 10/19/2015)
10/19/2015	220 (2 pgs)	Statement of Robert L. Tucker on Behalf of the Law Firm of Tucker & Latifi, LLP Filed by Debtor Tempnology LLC (RE: related document(s) 31 Application to Employ filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 10/19/2015)
10/20/2015	222 (1 pg)	Order Striking Certificate of Service (Court Doc. No. 221) for Failure to Comply with Local Bankruptcy Rule 5005-4 and Administrative Order 5005-4. The document was not signed by counsel. Signed on 10/20/2015 (RE: related document(s) 221 Certificate of Service filed by Debtor Tempnology LLC) (jtp) (Entered: 10/20/2015)
10/20/2015	223 (21 pgs; 2 docs)	Proposed Order Filed by Debtor Tempnology LLC (RE: related document(s) 29 Application to Employ filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit A - Engagement Letter of Phoenix Capital Resources) (Sklar, Daniel) (Entered:

10/20/2015)

10/20/2015	224 (2 pgs)	Certificate of Service Filed by Debtor Tempnology LLC (RE: related document(s) 219 Statement filed by Debtor Tempnology LLC, 220 Statement filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 10/20/2015)
10/20/2015	225 (21 pgs)	Order Granting Application to Employ Phoenix Capital Resources as Investment Banker Nunc Pro Tunc to the Petition date, Approving Proposed Fee Structure and waiving certain requirements of Local Bankruptcy Rule 2016-1 (Related Doc # 29) Signed on 10/20/2015. (jtp) (Entered: 10/20/2015)
10/20/2015	226	Order Striking Notice of Appearance and Request for Notice by James F. Raymond (Court Doc. No. 198). The document was filed into the incorrect case. Signed on 10/20/2015 /s/ Judge J.Michael Deasy (RE: related document(s) 198 Notice of Appearance filed by Creditor City of Portsmouth) (jtp) (Entered: 10/20/2015)

10/22/2015	227 (4 pgs)	Statement of Dana J. Banks, on Behalf of Baker Newman & Noyes LLC Filed by Debtor Tempnology LLC (RE: related document(s) 31 Application to Employ filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 10/22/2015)
10/22/2015	228 (4 pgs)	Statement of Greenberg Traurig, LLP Filed by Debtor Tempnology LLC (RE: related document(s) 31Application to Employ filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 10/22/2015)
10/22/2015	229 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 222 Order Striking Document Not Signed by Counsel). No. of Notices: 13. Notice Date 10/22/2015. (Admin.) (Entered: 10/23/2015)
10/22/2015	230 (22 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 225 Order on Application to Employ). No. of Notices: 11. Notice Date 10/22/2015. (Admin.) (Entered: 10/23/2015)
10/27/2015	231 (8 pgs)	Objection Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 211 Motion

		filed by Debtor Tempnology LLC) (Klass, Michael) (Entered: 10/27/2015)
11/02/2015	232 (9 pgs)	Reply *To Mission Product Holdings, Inc.s Objection To Debtors Motion For Determination Of The Applicability And Scope Of Mission Product Holdings, Inc.s Election Pursuant To 11 U.S.C. § 365(N)(1)(B)*Filed by Debtor Tempnology LLC (RE: related document(s) 211 Motion filed by Debtor Tempnology LLC, 231 Objection filed by Creditor Mission Product Holdings, Inc.) (Sklar, Daniel) (Entered: 11/02/2015)
11/03/2015	233 (1 pg)	Order Under Advisement Motion for Determination of Applicability and Scope of Mission Product Holdings, Inc.'s Election Pursuant to 11 U.S.C. Section 365(n)(1)(B)(Related Doc # 211) Signed on 11/3/2015. (jtp) (Entered: 11/03/2015)
11/05/2015	234 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 233 Order). No. of Notices: 11. Notice Date 11/05/2015. (Admin.) (Entered: 11/06/2015)

11/06/2015	235 (5 pgs)	Notice of Successful Bidder Filed by Debtor Tempnology LLC (Sklar, Daniel) (Entered: 11/06/2015)
11/09/2015	236 (6 pgs; 2 docs)	Motion to Extend Time for the Examiner to file his report with respect to the sale procedure in this matter to November 15, 2015 Filed by Examiner Michael S. Askenaizer (RE: related document(s) 138 Order on Motion to Appoint Examiner) (Attachments: # 1 Proposed Order) (McPartlin, Richard) (Entered: 11/09/2015)
11/09/2015	237 (1 pg)	Order Granting Motion to Extend Time for the Examiner to file his report with respect to the sale procedure to November 13, 2015 (related document(s): 236 Motion to Extend Time filed by Examiner Michael S. Askenaizer) . Signed on 11/9/2015. (jtp) (Entered: 11/09/2015)
11/11/2015	238 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 237 Order on Motion to Extend Time). No. of Notices: 11. Notice Date 11/11/2015. (Admin.) (Entered: 11/12/2015)

11/12/2015	239 (12 pgs)	Memorandum Opinion issued by Judge J. Michael Deasy Mission Product Holdings, Inc. does not retain rights to the Debtor's Trademakes and Logos Post-Rejection. Signed on 11/12/2015 (RE: related document(s) 211 Motion filed by Debtor Tempnology LLC) (jtp) (Entered: 11/12/2015)
11/12/2015	240 (1 pg)	Order Granting Motion for Determination of Applicability and Scope of Mission Product Holdings, Inc.'s Election Pursuant to 11 U.S.C. Section 365(n)(1)(B) (Related Doc # 211) Signed on 11/12/2015. (jtp) (Entered: 11/12/2015)
11/12/2015	241 (7 pgs)	Statement of Challenge to Credit Bid of Pre-Petition Credit of Schleicher & Steibbins Hotels, LLC Filed by Creditor Mission Product Holdings, Inc. (Keach, Robert) (Entered: 11/12/2015)
11/12/2015	242 (4 pgs)	Notice of Appeal and Statement of Election to Bankruptcy Appellate Panel. Fee Amount $298 Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 239 Memorandum Opinion, 240 Order) (Keach, Rob-

ert) (Entered: 11/12/2015)

11/12/2015	243	Receipt of Notice of Appeal and Statement of Election(15-11400-JMD) [appeal,ntcaplel] (298.00) filing fee. Receipt number 3013500, Fee amount $ 298.00. (re: Doc#242). (U.S. Treasury) (Entered: 11/12/2015)
11/12/2015	244 (115 pgs; 3 docs)	Objection *to Conduct of Auction and Sale* Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit A # 2Exhibit B) (Keach, Robert) (Entered: 11/12/2015)
11/12/2015	245 (70 pgs; 4 docs)	****Administratively Corrected**** Supplemental Motion to Use Cash Collateral , Motion for Adequate Protection Filed by Debtor Tempnology LLC (Attachments: # 1 Exhibit A - New Budget # 2 Proposed Order Final (Clean) - Exhibit B # 3 Proposed Order Final (Redline) -Exhibit C) (Sklar, Daniel) Modified on 11/13/2015 Re-entered onto docket by Clerks Office; Incorrect filing event used. (jtp). (Entered: 11/12/2015)

11/12/2015	246 (116 pgs; 3 docs)	Amended Objection *to Conduct of Auction and Sale* Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC, 244 Objection filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Exhibit A # 2 Exhibit B) (Keach, Robert) (Entered: 11/12/2015)
11/12/2015	247 (70 pgs; 4 docs)	Supplement to Motion Filed by Debtor Tempnology LLC (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (Attachments: # 1 Exhibit A - New Budget # 2 Proposed Order Final (Clean) - Exhibit B # 3 Proposed Order Final (Redline)-Exhibit C) (jtp) (Entered: 11/13/2015)
11/13/2015	248	An Administrative Error was found with the filing of Supplemental Motion to Use Cash Collateral, Motion for Adequate Protection (Court Doc. No. 245). The incorrect filing event was used. The Clerks Office has re-entered the document onto the case docket using the correct filing event. (RE: related docu-

		ment(s)245 Motion to Use Cash Collateral filed by Debtor Tempnology LLC, Motion for Adequate Protection). (jtp) (Entered: 11/13/2015)
11/13/2015	249	Court's Certificate of Mailing of Appeal. Date copies electronically mailed: 11/12/15 Copies electronically mailed to: Michael Askenazier, Ryan Borden, Christopher Candon, Roma Desai, Ann marie Dirsa, Edmond Ford, Robert Keach, Michael Klass, Jessica Lewis, Richard McPartlin, James Raymond, Daniel Sklar, Steven Venezia, Office of the U.S. Trustee (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 11/13/2015)
11/13/2015	250 (45 pgs; 2 docs)	Transmittal of Appeal to BAP (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Notice of Appeal) (jtp) (Entered: 11/13/2015)
11/13/2015	251	Notice to Appellant re: Notice of

	(1 pg)	Appeal. The following items should be filed on or before 11/27/15. (1) Designation of Items on Appeal, (2) Statement of Issues and (3) Written Notice a Transcript has been Ordered or a Certificate Stating No Transcript is Being Ordered. (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 11/13/2015)
11/13/2015	252 (81 pgs; 6 docs)	Report of Examiner's Report Filed by Examiner Michael S. Askenaizer (Attachments: # 1 Exhibit 1, Examiner's Initial Report # 2 Exhibit 2, List of Companies targeted for Auction sale # 3 Exhibit 3, Amended and Restated Forebearance Agreement dated August 17, 2015 # 4 Exhibit 4, S&S Advances from July 16, 2015 through the petition date # 5 Exhibit 5, History of Equity Contributions to debtor) (Ford, Edmond) (Entered: 11/13/2015)
11/14/2015	253 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 240 Order). No. of Notices: 11. Notice Date 11/14/2015.

(Admin.) (Entered: 11/15/2015)

11/15/2015	254 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) 251 Notice to Appellant re: Appeal). No. of Notices: 11. Notice Date 11/15/2015. (Admin.) (Entered: 11/16/2015)
11/16/2015	255	Notice of Docketing Record on Appeal to BAP. Case Number Assigned: BAP NH 15-0065 (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 11/16/2015)
11/16/2015	256 (115 pgs; 9 docs)	Motion to Amend *Examiner's Report* Filed by Examiner Michael S. Askenaizer (RE: related document(s) 252Report filed by Examiner Michael S. Askenaizer) (Attachments: # 1 Exhibit A, to Motion to Amend # 2Exhibit B, to Motion to Amend # 3 Exhibit 1, to Exhibit B Amended Examiner's report # 4 Exhibit 2, to Exhibit B, Amended Examiner's Report # 5 Exhibit 3, to Exhibit B, Amended Examiner's Report # 6 Exhibit 4, to Amended Examiner's Report # 7 Exhibit 5, to Amended Examiner's Report # 8 Proposed Order) (Ford, Ed-

mond) (Entered: 11/16/2015)

11/16/2015	257 (14 pgs)	Response *Examiner's Response to Amended Mission Product Holdings, Inc's Objection to Conduct of Auction and Sale* Filed by Examiner Michael S. Askenaizer (RE: related document(s) 246 Objection filed by Creditor Mission Product Holdings, Inc.) (Ford, Edmond) (Entered: 11/16/2015)
11/16/2015	258 (21 pgs; 2 docs)	Reply *to Amended Mission Product Holdings, Inc.'s Objection to Conduct of Auction and Sale* Filed by Debtor Tempnology LLC (RE: related document(s) 246 Objection filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Exhibit A - Schedule Summarizing Each Round of Bids) (Sklar, Daniel) (Entered: 11/16/2015)
11/16/2015	259 (17 pgs)	Statement of in Support of Sale Motion and Response to Mission Product Holdings, Inc.'s Challenge to Credit Bid and Objection to Conduct of Auction and Sale Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related docu-

		ment(s) 241 Statement filed by Creditor Mission Product Holdings, Inc., 244 Objection filed by Creditor Mission Product Holdings, Inc.) (Candon, Christopher) (Entered: 11/16/2015)
11/16/2015	260 (2 pgs)	Certificate of Service Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 259Statement filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Candon, Christopher) (Entered: 11/16/2015)
11/17/2015	261 (23 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period October 31, 2015 Filed by Debtor Tempnology LLC (Sklar, Daniel) (Entered: 11/17/2015)
11/18/2015	262 (1 pg)	Order Granting Motion To Amend Examiner's Report (Related Doc # 256) Signed on 11/18/2015. (jtp) (Entered: 11/18/2015)
11/18/2015		Hearing Exhibit(s) from Hearing held on 11/18/2015. (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral). (gll) (Entered: 11/18/2015)

11/18/2015	263 (1 pg)	Order to Continue Hearing on Debtors Motion to Sell All or Substantially all of its Assets Signed on 11/18/2015 (RE: related document(s) 194 Order on Motion to Approve) Hearing scheduled for 11/23/2015 at 09:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 11/18/2015)
11/18/2015	264 (1 pg)	Order to Continue/Schedule Hearing. Cash Collateral is authorized on the same terms and conditions in prior interim order through November 23, 2015 Signed on 11/18/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) Hearing scheduled for 11/23/2015 at 09:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 11/18/2015)
11/20/2015	265 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 262 Order on Motion to Amend). No. of Notices: 11. Notice Date 11/20/2015. (Admin.) (Entered: 11/21/2015)
11/20/2015	266	BNC Certificate of Notice - PDF

	(2 pgs)	Document. (RE: related document(s) 263 Order to Continue/Schedule Hearing). No. of Notices: 10. Notice Date 11/20/2015. (Admin.) (Entered: 11/21/2015)
11/20/2015	267 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 264 Order to Continue/Schedule Hearing). No. of Notices: 10. Notice Date 11/20/2015. (Admin.) (Entered: 11/21/2015)
11/23/2015		Hearing Exhibit(s) from Hearing held on 11/23/2015. (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral). (gll) (Entered: 11/23/2015)
11/23/2015	268 (1 pg)	Order Directing Debtro Tempnology LLC to File Proposed Order Signed on 11/23/2015 (RE: related document(s) 14 Motion for Adequate Protection filed by Debtor Tempnology LLC, Motion to Use Cash Collateral) (jtp) (Entered: 11/23/2015)
11/23/2015	269 (1 pg)	Order Directing the Parties to File Proposed Orders and any other closing documents on or or before 12/1/15. Signed on

		11/23/2015 (RE: related document(s) 194 Order on Motion to Approve) Proposed Order due on or before 12/1/2015. (jtp) (Entered: 11/23/2015)
11/24/2015	270 (81 pgs; 6 docs)	Amended Report of Examiner's Report Filed by Examiner Michael S. Askenaizer (Attachments: # 1 Exhibit 1, Examiner's First Interim Report # 2 Exhibit 2, Tracking Sheet # 3 Exhibit 3, Amended & Restated Forbearance Agreement # 4 Exhibit 4, Debt History # 5 Exhibit 5, Capitalization History) (Ford, Edmond) (Entered: 11/24/2015)
11/25/2015	271 (1 pg)	Acknowledgement of Request for Transcript of Testimony. Request was received by the Transcription Service on 11/25/2015. The Reporter Ruth Ann Hager of Cascade Hills Transcription Inc. expects to have the transcript completed by 12/7/2015 (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (gll) (Entered: 11/25/2015)
11/25/2015	272 (3 pgs)	Statement of Issues on Appeal Filed by Creditor Mission

		Product Holdings, Inc. (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Keach, Robert) (Entered: 11/25/2015)
11/25/2015	273 (3 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 272 Statement of Issues on Appeal filed by Creditor Mission Product Holdings, Inc.) Appellee designation due by 12/9/2015. Transmission of Designation due by 12/28/2015. (Keach, Robert) (Entered: 11/25/2015)
11/25/2015	274 (2 pgs)	Transcript Order placed for Hearing(s) held on November 3, 2015 as included in the Designation of Record on Appeal. Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 272 Statement of Issues on Appeal filed by Creditor Mission Product Holdings,

		Inc., 273 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) (Keach, Robert) (Entered: 11/25/2015)
11/25/2015	275 (1 pg)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 272Statement of Issues on Appeal filed by Creditor Mission Product Holdings, Inc., 273 Appellant Designation filed by Creditor Mission Product Holdings, Inc., 274 Transcript Ordered re: Appeal filed by Creditor Mission Product Holdings, Inc.) (Keach, Robert) (Entered: 11/25/2015)
11/25/2015	276 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 268 Order Directing). No. of Notices: 11. Notice Date 11/25/2015. (Admin.) (Entered: 11/26/2015)
11/25/2015	277 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 269 Order Directing). No. of Notices: 11. Notice Date 11/25/2015. (Admin.) (Entered: 11/26/2015)
12/01/2015	278	Request for Ruling and Findings

	(31 pgs)	of Facts Filed by Creditor Mission Product Holdings, Inc. (Klass, Michael) (Entered: 12/01/2015)
12/01/2015	279 (181 pgs; 6 docs)	Brief *in Support of Sale* Filed by Debtor Tempnology LLC (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) (Attachments: # 1 Proposed Order Revised - Exhibit 1-A # 2 Exhibit 1 to Revised Proposed Order - Asset Purchase Agreement # 3 Exhibit 2 to Revised Proposed Order - Assumed Contracts # 4 Proposed Order Revised Redline - Exhibit 1-B # 5 Exhibit 2 - Revised Asset Purchase Agreement - Redline) (Sklar, Daniel) (Entered: 12/01/2015)
12/01/2015	280 (20 pgs; 2 docs)	Statement of in Support of Sale Motion and Entry of Proposed Sale Order Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 279 Brief filed by Debtor Tempnology LLC) (Attachments: # 1 Exhibit A) (Candon, Christopher) (Entered: 12/01/2015)
12/01/2015	281 (2 pgs)	Certificate of Service Filed by Creditor Schleicher & Stebbins

		Hotels, L.L.C. (RE: related document(s) 280Statement filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Candon, Christopher) (Entered: 12/01/2015)
12/02/2015	282 (28 pgs)	Order Granting Motion For Adequate Protection (Related Doc # 14), Granting Motion To Use Cash Collateral (Related Doc # 14) Signed on 12/2/2015. (gll) (Entered: 12/02/2015)
12/03/2015	283 (12 pgs; 2 docs)	Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement Filed by Debtor Tempnology LLC Hearing scheduled for 12/22/2015 at 11:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Proposed Order Exhibit A) (Sklar, Daniel) (Entered: 12/03/2015)
12/03/2015	284 (4 pgs)	Notice of Hearing Filed by Debtor Tempnology LLC (RE: related document(s) 283 Motion to Extend/Limit Exclusivity Period filed by Debtor Tempnology LLC) Hearing scheduled for 12/22/2015 at 11:00 AM at Courtroom 1, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar,

Daniel) (Entered: 12/03/2015)

12/04/2015	285 (12 pgs; 4 docs)	Application for Interim Fees for Ford & McPartlin, P.A., Examiner's Counsel, Period: 10/2/2015 to 12/4/2015, Fee: $41038.20, Expenses: $240.95. Filed by Attorney Ford & McPartlin, P.A. (Attachments: # 1Supplement invoice # 2 Fee Annex - Interim Request # 3 Proposed Order) (Borden, Ryan) Modified on 12/7/2015 to correct type of applicant (hk). (Entered: 12/04/2015)
12/04/2015	286 (4 pgs; 2 docs)	Motion *to Discharge Examiner or Further Instruct* Filed by Attorney Ford & McPartlin, P.A. (Attachments: # 1 Proposed Order) (Borden, Ryan) (Entered: 12/04/2015)
12/04/2015	287 (5 pgs; 2 docs)	Motion to Shorten Notice *Partially assented to* Filed by Attorney Ford & McPartlin, P.A. (RE: related document(s) 285 Application for Interim Fees filed by Attorney Ford & McPartlin, P.A., 286 Motion filed by Attorney Ford & McPartlin, P.A., 288 Application for Final Fees *and Reimbursement of Expenses* for Michael S. Askenaizer) (Attachments: # 1 Proposed Or-

		der) (Borden, Ryan). Modified on 12/7/2015 to add document link (hk). (Entered: 12/04/2015)
12/04/2015	288 (16 pgs; 5 docs)	Application for Final Fees *and Reimbursement of Expenses* for Michael S. Askenaizer, Examiner, Period: 9/23/2015 to 12/4/2015, Fee: $37,363.50, Expenses: $215.48.Filed by Attorney Michael S. Askenaizer (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 - Fee Annex # 3 Exhibit 3 - Time Sheets # 4 Proposed Order) (Askenaizer, Michael) (Entered: 12/04/2015)
12/04/2015	289 (29 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 282 Order on Motion for Adequate Protection). No. of Notices: 10. Notice Date 12/04/2015. (Admin.) (Entered: 12/05/2015)
12/07/2015	290 (2 pgs)	Acknowledgement of Request for Transcript of Testimony. Request was received by the Transcription Service on 11/25/2015. The Reporter Ruth Ann Hager of Cascade Hills Transcription, Inc. expects to have the transcript completed by 12/2/2015 (RE: related document(s)242 Notice of Appeal and Statement of Election

		filed by Creditor Mission Product Holdings, Inc.). (gll) (Entered: 12/07/2015)
12/07/2015	291 (1 pg)	Acknowledgement of Request for Transcript of Testimony. Request was received by the Transcription Service on 11/23/2015. The Reporter Ruth Ann Hager of Cascade Hills Transcription, Inc. expects to have the transcript completed by 11/25/2015 (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (gll) (Entered: 12/07/2015)
12/08/2015	292 (2 pgs)	Notice of Payments to Ordinary Course Professionals Filed by Debtor Tempnology LLC (RE: related document(s) 190 Proposed Order filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 12/08/2015)
12/08/2015	293 (1 pg)	Order Granting Motion To Shorten Notice (Related Doc # 287) Signed on 12/8/2015. (hk) (Entered: 12/08/2015)
12/08/2015	294	Hearing Set On (RE: related document(s)285 Application for Interim Fees filed by Spec. Counsel

		Ford & McPartlin, P.A., 286 Motion filed by Spec. Counsel Ford & McPartlin, P.A., 288 Application for Final Fees filed by Examiner Michael S. Askenaizer). Hearing scheduled for 12/22/2015 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (hk) (Entered: 12/08/2015)
12/08/2015	295 (9 pgs)	Notice of Hearing Filed by Examiner Michael S. Askenaizer, Spec. Counsel Ford & McPartlin, P.A. (RE: related document(s) 285 Application for Interim Fees filed by Spec. Counsel Ford & McPartlin, P.A., 286Motion filed by Spec. Counsel Ford & McPartlin, P.A., 288 Application for Final Fees filed by Examiner Michael S. Askenaizer, 294 Hearing Scheduled) Hearing scheduled for 12/22/2015 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Borden, Ryan) (Entered: 12/08/2015)
12/08/2015	296 (4 pgs)	Appellee Designation of Contents for Inclusion in Record of Appeal Filed by Debtor Tempnology LLC (RE: related document(s) 242 Notice of Appeal and

		Statement of Election filed by Creditor Mission Product Holdings, Inc., 273 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) (Sklar, Daniel) (Entered: 12/08/2015)
12/08/2015	297 (5 pgs)	Statement of Issues on Appeal *for Appellee* Filed by Debtor Tempnology LLC (RE: related document(s) 242Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Sklar, Daniel) (Entered: 12/08/2015)
12/09/2015	298 (4 pgs)	Transcript Order placed for Hearing(s) held on 10/2/2015 as included in the Designation of Record on Appeal. Filed by Debtor Tempnology LLC (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Sklar, Daniel) (Entered: 12/09/2015)
12/09/2015	299 (33 pgs; 5 docs)	First Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 9/1/2015 to 11/30/2015, Fee: $223,775.50, Expenses: $11,821.20.Filed by Debtor's Attorney Nixon Peabody LLP

		Hearing scheduled for 1/12/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1Exhibit A - Nixon Peabody Invoice # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 12/09/2015)
12/10/2015	300 (2 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 293 Order on Motion To Shorten Notice). No. of Notices: 1. Notice Date 12/10/2015. (Admin.) (Entered: 12/11/2015)
12/14/2015	301 (446 pgs; 3 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellant Record Part 1 of 5 # 2 Appellee Record Part 1 of 1) (jtp) (Entered: 12/14/2015)
12/14/2015	302 (183 pgs; 5 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments:

		# 1 Appellant Record Part 2 of 5 # 2 Appellant Record Part 3 of 5 # 3 Appellant Record Part 4 of 5 # 4 Appellant Record Part 5 of 5) (jtp) (Entered: 12/14/2015)
12/15/2015	303 (5 pgs)	Report of Sale Status Filed by Debtor Tempnology LLC (Sklar, Daniel). Related document(s) 194 Order on Motion to Approve. Modified on 12/15/2015 to add link to doc 194 Order on Motion to Approve(jtp). (Entered: 12/15/2015)
12/15/2015	304 (9 pgs)	Motion *For Clarification of Final Order (A) Authorizing Debtor to Obtain Post-Petition Financing, (B) Authorizing the Use of Cash Collateral, and (C) Granting Adequate Protection* Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (Candon, Christopher) (Entered: 12/15/2015)
12/18/2015	305 (1 pg)	Hearing Scheduled (RE: related document(s)304 Motion For Clarification of Final Order (A) Authorizing Debtor to Obtain Post-Petition Financing, (B) Authorizing the Use of Cash Collateral, and (C) Granting Adequate Protection Filed by Creditor Schleicher & Stebbins Hotels, L.L.C.

		Hearing scheduled for 12/22/2015 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (mbs) (Entered: 12/18/2015)
12/18/2015	306 (38 pgs)	Memorandum Opinion issued by J.Michael Deasy. The sale is approved and the Court will enter a separate order consistent with this Signed on 12/18/2015 (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) (jtp) (Entered: 12/18/2015)
12/18/2015	307 (88 pgs)	Order Granting (A) Authorizing the sale of substantially all the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interest, Except as Provided in the Successful Binder's Asset Purchase Agreement; (B) Authorizing and Approving the Asset Purchase Agreement; (C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (D) Granting Related Relief. (Related Doc # 34) Signed on 12/18/2015. (jtp) (Entered: 12/18/2015)
12/20/2015	308	BNC Certificate of Notice - Hear-

	(5 pgs)	ing. (RE: related document(s) 305 Hearing Scheduled). No. of Notices: 168. Notice Date 12/20/2015. (Admin.) (Entered: 12/21/2015)
12/20/2015	309 (90 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 307 Order on Motion to Approve). No. of Notices: 11. Notice Date 12/20/2015. (Admin.) (Entered: 12/21/2015)
12/21/2015	310 (4 pgs)	Notice of Closing Filed by Debtor Tempnology LLC (RE: related document(s) 34 Motion to Approve filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 12/21/2015)
12/21/2015	311 (1 pg)	Proposed Order *Revised* Filed by Spec. Counsel Ford & McPartlin, P.A. (RE: related document(s) 285Application for Interim Fees filed by Spec. Counsel Ford & McPartlin, P.A.) (Borden, Ryan) (Entered: 12/21/2015)
12/21/2015	312 (22 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period November 30, 2015 Filed by Debtor Tempnology LLC (Sklar, Daniel) (Entered: 12/21/2015)

12/21/2015	313 (76 pgs; 6 docs)	Objection to Claim Number(s) 6 *Pursuant to Section 502 of the Bankruptcy Code* Filed by Debtor Tempnology LLC Hearing scheduled for 1/19/2016 at 01:30 PM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Co-Marketing and Distribution Agreement # 2 Exhibit B - Mission Product Holdings Proof of Claim 6-1 # 3 Exhibit C - Letter Dated April 16, 2015 From Joshau Shaw to Kevin McCarthy # 4 Proposed Order # 5 Notice of Hearing)(Sklar, Daniel) (Entered: 12/21/2015)
12/22/2015	314 (1 pg)	Order Granting Application For Final Fees (Related Doc # 288) Granting for Michael S. Askenaizer, Examiner, fees awarded: $37363.50, expenses awarded: $215.48 Signed on 12/22/2015. (jtp) (Entered: 12/22/2015)
12/22/2015	315 (1 pg)	Order Granting Motion to Discharge Examiner. Michael S. Askenaizer is dicharged and released from his duites as Examiner in this case. (Related Doc # 286) Signed on 12/22/2015. (jtp) (Entered: 12/22/2015)

12/22/2015	316 (2 pgs)	Order Granting Motion to Extend/Limit Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement (related document(s): 283 Motion to Extend/Limit Exclusivity Period filed by Debtor Tempnology LLC) Signed on 12/22/2015. Chapter 11 Plan due by 2/29/2016. Disclosure Statement due by 2/29/2016. (jtp) (Entered: 12/22/2015)
12/22/2015		Hearing Held on 12/22/2015 Atty Ford to File Further Revised Proposed Order (RE: related document(s)285Application for Interim Fees filed by Spec. Counsel Ford & McPartlin, P.A.). (mbs) (Entered: 12/22/2015)
12/22/2015	317 (1 pg)	Order Granting Motion For Clarification of Final Order (A) Authorizing Debtor to Obtain Post-Petition Financing, (B) Authorizing the Use of Cash Collateral, and (C) Granting Adequate Protection (Related Doc # 304) Signed on 12/22/2015. (jtp) (Entered: 12/22/2015)
12/22/2015	318 (1 pg)	Proposed Order *as Revised* Filed by Spec. Counsel Ford & McPartlin, P.A. (RE: related doc-

		ument(s) 285Application for Interim Fees filed by Spec. Counsel Ford & McPartlin, P.A.) (Borden, Ryan) (Entered: 12/22/2015)
12/22/2015	319 (6 pgs; 2 docs)	Motion *to Amend Caption* Filed by Debtor Tempnology LLC (Attachments: # 1 Exhibit A - Certificate Confirming Amendment to Change Name) (Sklar, Daniel) (Entered: 12/22/2015)
12/22/2015	320 (1 pg)	Proposed Order Filed by Debtor Tempnology LLC (RE: related document(s) 319 Motion filed by Debtor Tempnology LLC) (Sklar, Daniel) (Entered: 12/22/2015)
12/22/2015	321 (44 pgs; 6 docs)	Application for Final Fees for Phoenix Capital Resources, Other Professional, Period: 9/1/2015 to 12/18/2015, Fee: $145,350.00, Expenses: $7,203.30.Filed by Financial Advisor Phoenix Capital Resources Hearing scheduled for 1/19/2016 at 01:30 PM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Engagement Letter of Phoenix Capital Resources # 2 Exhibit B - Summary of Fees # 3 Exhibit C - Summary of Expenses # 4 Proposed Order Exhibit D

		# 5 Notice of Hearing) (Sklar, Daniel) (Entered: 12/22/2015)
12/22/2015	322 (9 pgs; 2 docs)	Ex Parte Motion to Approve Stipulation and Order Authorizing The Use Of Cash Collateral , Joint Motion to Use Cash Collateral Filed by Debtor Tempnology LLC (Attachments: # 1 Proposed Order Exhibit A) (Sklar, Daniel) (Entered: 12/22/2015)
12/22/2015	323 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 285) Granting for Ford & McPartlin, P.A., fees awarded: $45718.95, expenses awarded: $240.95 Signed on 12/22/2015. (jtp) (Entered: 12/23/2015)
12/23/2015	324 (3 pgs)	Order Granting Ex Parte Motion to Approve Stipulation and Order Authorizing The Use Of Cash Collateral , Joint Motion to Use Cash Collateral (Related Doc # 322), Granting Motion To Use Cash Collateral (Related Doc # 322) Signed on 12/23/2015. (jtp) (Entered: 12/23/2015)
12/23/2015	325 (1 pg)	Order Granting Motion to Amend Caption of Case. The Caption of this Chapter 11 case will be amended by replacing "Temp-

		noloy LLC" and replacing it with "Old Cold, LLC" (Related Doc # 319) Signed on 12/23/2015. (jtp) (Entered: 12/23/2015)
12/24/2015	326 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 316 Order on Motion to Extend/Limit Exclusivity Period). No. of Notices: 165. Notice Date 12/24/2015. (Admin.) (Entered: 12/25/2015)
12/24/2015	327 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 314 Order on Application for Final Fees). No. of Notices: 11. Notice Date 12/24/2015. (Admin.) (Entered: 12/25/2015)
12/24/2015	328 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 315 Order). No. of Notices: 11. Notice Date 12/24/2015. (Admin.) (Entered: 12/25/2015)
12/24/2015	329 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 317 Order). No. of Notices: 11. Notice Date 12/24/2015. (Admin.) (Entered: 12/25/2015)
12/25/2015	330 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related docu-

		ment(s) 324 Order on Motion to Approve). No. of Notices: 11. Notice Date 12/25/2015. (Admin.) (Entered: 12/26/2015)
12/25/2015	331 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 325 Order). No. of Notices: 11. Notice Date 12/25/2015. (Admin.) (Entered: 12/26/2015)
12/25/2015	332 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 323 Order on Application for Interim Fees). No. of Notices: 11. Notice Date 12/25/2015. (Admin.) (Entered: 12/26/2015)
12/28/2015	333 (4 pgs)	Notice of Appeal and Statement of Election to Bankruptcy Appellate Panel. Fee Amount $298 Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 306 Memorandum Opinion, 307 Order on Motion to Approve) (Klass, Michael) (Entered: 12/28/2015)
12/29/2015	334	Court's Certificate of Mailing of Appeal. Date copies electronically mailed: 12/28/15 Copies electronically mailed to: Atty Michael Askenaizer, Atty Ryan Borden, Atty Christopher Candon, Atty

		Roma Desai, Atty Ann Marie Dirsa, Atty Edmond Ford, Atty Robert Keach, Atty Michael Klass, Atty Jessica Lewis, Atty Richard McPartlin, Atty James Raymond, Atty Daniel Sklar, Atty Steven Venezia, Office of the U.S. Trustee (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 12/29/2015)
12/29/2015	335	Receipt of Notice of Appeal and Statement of Election(15-11400-JMD) [appeal,ntcaplel] (298.00) filing fee. Receipt number 3033321, Fee amount $ 298.00. (re: Doc#333). (U.S. Treasury) (Entered: 12/29/2015)
12/29/2015	336 (166 pgs; 2 docs)	Transmittal of Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Notice of Appeal) (jtp) (Entered: 12/29/2015)
12/29/2015	337 (1 pg)	Notice to Appellant re: Notice of Appeal. The following items should be filed on or before

		1/11/2016. (1) Designation of Items on Appeal, (2) Statement of Issues and (3) Written Notice a Transcript has been Ordered or a Certificate Stating No Transcript is Being Ordered. (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 12/29/2015)
12/31/2015	338 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 337 Notice to Appellant re: Appeal). No. of Notices: 11. Notice Date 12/31/2015. (Admin.) (Entered: 01/01/2016)
01/04/2016	339	Notice of Docketing Record on Appeal to BAP. Case Number Assigned: NH 15-0069 (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 01/04/2016)
01/04/2016	340 (3 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product

Holdings, Inc.) Appellee designation due by 01/19/2016. Transmission of Designation due by 02/3/2016. (Klass, Michael) (Entered: 01/04/2016)

01/04/2016	341 (3 pgs)	Statement of Issues on Appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Klass, Michael) (Entered: 01/04/2016)
01/04/2016	342 (3 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 340 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) Appellee designation due by 01/19/2016. Transmission of Designation due by 02/3/2016. (Klass, Michael) (Entered: 01/04/2016)
01/04/2016	343 (2 pgs)	Transcript Order placed for Hearing(s) held on 10/2/15, 11/18/15 and 11/23/15 as included in the Designation of Record on

		Appeal. Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Klass, Michael) (Entered: 01/04/2016)
01/04/2016	344 (2 pgs)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 341Statement of Issues on Appeal filed by Creditor Mission Product Holdings, Inc., 342 Appellant Designation filed by Creditor Mission Product Holdings, Inc., 343 Transcript Ordered re: Appeal filed by Creditor Mission Product Holdings, Inc.) (Klass, Michael) (Entered: 01/04/2016)
01/04/2016	345 (2 pgs)	Notice of Withdrawal of Document. Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 340 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) (Klass, Michael) (Entered: 01/04/2016)
01/05/2016	346 (38 pgs; 8 docs)	Application to Employ of DS Feller Company, LLC as Chief Liquidation Officer Filed by

		Debtor Old Cold, LLC Hearing scheduled for 2/2/2016 at 01:30 PM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit 1 To Proposed Order - Consulting Agreement # 3 Exhibit B - Consulting Agreement # 4 Declaration of David S. Feller # 5 Exhibit A to Declaration of David S. Feller - Consulting Agreement # 6 Exhibit B to Declaration of David S. Feller - Resume of David S. Feller # 7 Exhibit C to Declaration of David S. Feller - Short Biography of David S. Feller) (Sklar, Daniel) (Entered: 01/05/2016)
01/06/2016	347 (4 pgs)	Notice of Hearing Filed by Debtor Old Cold, LLC (RE: related document(s) 346 Application to Employ filed by Debtor Old Cold, LLC) Hearing scheduled for 2/2/2016 at 01:30 PM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Sklar, Daniel) (Entered: 01/06/2016)
01/06/2016	348 (33 pgs; 4 docs)	Adversary case 16-01001. Complaint *of the Debtor and Schleicher & Stebbins Hotels L.L.C. Seeking Extension of Automatic*

		Stay Under 11 U.S.C. Section 362(a) and for Injunctive Relief Pursuant to 11 U.S.C. Section 105(a) by Old Cold, LLC, Schleicher & Stebbins Hotels, L.L.C. against Mission Product Holdings, Inc.. Fee Amount $ 350. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Adversary Proceeding Cover Sheet) (71 (Injunctive relief - imposition of stay)) (Candon, Christopher) Modified on 1/7/2016 to correct party filer(jtp). (Entered: 01/06/2016)
01/12/2016	349 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 299) Granting for Nixon Peabody LLP, fees awarded: $223775.50, expenses awarded: $11821.20 Signed on 1/12/2016. (jtp) (Entered: 01/12/2016)
01/12/2016	350 (9 pgs)	Amended Certificate of Service Filed by Debtor Old Cold, LLC (RE: related document(s) 299 Application for Interim Fees filed by Debtor's Attorney Nixon Peabody LLP) (Sklar, Daniel) (Entered: 01/12/2016)
01/12/2016	351 (25 pgs)	Response Filed by Creditor Mission Product Holdings, Inc. (RE: related docu-

		ment(s) 313 Objection to Claim(s) filed by Debtor Old Cold, LLC) (Klass, Michael) (Entered: 01/12/2016)
01/14/2016	352 (6 pgs; 2 docs)	Assented Motion to Appear Telephonically at the hearing scheduled for January 19, 2016 Filed by Debtor Old Cold, LLC (Attachments: # 1 Proposed Order) (Sklar, Daniel) (Entered: 01/14/2016)
01/14/2016	353 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 349 Order on Application for Interim Fees). No. of Notices: 11. Notice Date 01/14/2016. (Admin.) (Entered: 01/15/2016)
01/15/2016	354 (1 pg)	Order Granting Motion to Appear Telephonically at the hearing scheduled for January 19, 2016 (Related Doc # 352) Signed on 1/15/2016. (jtp) (Entered: 01/15/2016)
01/15/2016	355 (5 pgs)	Appellee Designation of Contents for Inclusion in Record of Appeal Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product

		Holdings, Inc., 342 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) (Candon, Christopher) (Entered: 01/15/2016)
01/15/2016	356 (2 pgs)	Transcript Order placed for Hearing(s) held on 9/18/2015,11/3/2015 as included in the Designation of Record on Appeal. Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Candon, Christopher) (Entered: 01/15/2016)
01/17/2016	357 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 354 Order on Motion to Appear Telephonically or Retain Electronic Device). No. of Notices: 11. Notice Date 01/17/2016. (Admin.) (Entered: 01/18/2016)
01/19/2016	358 (2 pgs)	Order Granting Application For Final Fees (Related Doc # 321) Granting for Phoenix Capital Resources, fees awarded: $145350.00, expenses awarded: $7203.30 Signed on 1/19/2016. (jtp) (Entered: 01/19/2016)

01/19/2016	359 (2 pgs)	Acknowledgement of Request for Transcript of Testimony. Request was received by the Transcription Service on 1/19/2016. The Reporter Ruth Ann Hager of Cascade Hills Transcription, Inc. expects to have the transcript completed by 1/26/2016 (RE: related document(s)356 Transcript Ordered re: Appeal filed by Creditor Schleicher & Stebbins Hotels, L.L.C.). (gll) (Entered: 01/19/2016)
01/20/2016	360 (2 pgs)	Procedural Order Signed on 1/20/2016 (RE: related document(s) 313 Objection to Claim(s) filed by Debtor Old Cold, LLC) Final Pre-Trial Conference set for 4/12/2016 at 02:00 PM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. Discovery shall be completed by no later than March 15, 2016. (jtp) (Entered: 01/20/2016)
01/21/2016	361 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 358 Order on Application for Final Fees). No. of Notices: 11. Notice Date 01/21/2016. (Admin.) (Entered: 01/22/2016)
01/22/2016	362	BNC Certificate of Notice - PDF

	(4 pgs)	Document. (RE: related document(s) 360 Order to Continue/Schedule Hearing). No. of Notices: 11. Notice Date 01/22/2016. (Admin.) (Entered: 01/23/2016)
01/26/2016	363 (21 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period December 31, 2015 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 01/26/2016)
01/26/2016	364 (6 pgs)	Objection Filed by U.S. Trustee Office of the U.S. Trustee (RE: related document(s) 346 Application to Employ filed by Debtor Old Cold, LLC) (Dirsa, Ann) (Entered: 01/26/2016)
01/29/2016	366 (961 pgs; 5 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellant Part 1 of 4 # 2Appellant part 2 of 4 # 3 Appellant part 3 of 4 # 4 Appellant part 4 of 4) (jtp) (Entered: 01/29/2016)
01/29/2016	367 (407 pgs;	Transmittal of Record on Appeal to BAP (RE: related docu-

	4 docs)	ment(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellee part 1 of 12 # 2Appellee part 2 of 12 # 3 Appellee part 3 of 12) (jtp) (Entered: 01/29/2016)
01/29/2016	368 (368 pgs; 4 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellee Part 4 of 12 # 2Appellee part 5 of 12 # 3 Appellee part 6 of 12) (jtp) (Entered: 01/29/2016)
01/29/2016	369 (132 pgs; 4 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 part 7 of 12 # 2 appellee part 8 of 12 # 3 Appellee part 9 of 12) (jtp) (Entered: 01/29/2016)
01/29/2016	370 (309 pgs; 3 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by

		Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellee part 10 of 12 # 2Appellee part 11 of 12) (jtp) (Entered: 01/29/2016)
01/29/2016	371 (167 pgs; 2 docs)	Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Appellee part 12 of 12) (jtp) (Entered: 01/29/2016)
01/29/2016	372	Order Striking Transmittal of Record on Appeal to BAP (Court Doc. No. 365). The document was filed into the incorrect case. Signed on 1/29/2016 /s/ Judge J.Michael Deasy (RE: related document(s) 365 Transmittal of Record on Appeal) (jtp) (Entered: 01/29/2016)
02/01/2016	373 (4 pgs)	Proposed Order *Stipulated Order Concerning Stay of Certain Matters* Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 313 Objection to Claim(s) filed by Debtor Old Cold, LLC) (Candon, Christopher) (Entered: 02/01/2016)

02/02/2016	374 (1 pg)	AMENDED Transmittal of Record on Appeal to BAP (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 02/02/2016)
02/02/2016		Hearing Held on 2/2/2016. Parties to File Proposed Order on or before 2/9/16 (RE: related document(s)346Application to Employ of DS Feller Company, LLC as Chief Liquidation Officer Filed by Debtor Old Cold, LLC Proposed Order due on or before 2/9/2016. (mbs) (Entered: 02/02/2016)
02/03/2016	375 (2 pgs)	Stipulated Order Concerning Stay of Certain Matters Signed on 2/3/2016 (RE: related document(s) 313Objection to Claim(s) filed by Debtor Old Cold, LLC) (jtp) (Entered: 02/03/2016)
02/05/2016	376 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 375 Order). No. of Notices: 11. Notice Date 02/05/2016. (Admin.) (Entered: 02/06/2016)
02/09/2016	377 (9 pgs; 2 docs)	Proposed Order Filed by Debtor Old Cold, LLC (RE: related document(s) 346 Application to Em-

		ploy filed by Debtor Old Cold, LLC) (Attachments: # 1 Exhibit 1 - Consulting Agreement) (Sklar, Daniel) (Entered: 02/09/2016)
02/12/2016	378 (4 pgs)	Order Granting Application to Employ DS Feller Company, LLC as Cheif Liquidation Officer for the Debtor (Related Doc # 346) Signed on 2/12/2016. (jtp) (Entered: 02/16/2016)
02/17/2016	379 (18 pgs; 3 docs)	Second Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan *and Solicit Acceptances Thereof* Filed by Debtor Old Cold, LLC Hearing scheduled for 2/23/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Proposed Order Exhibit A # 2 Notice of Hearing) (Sklar, Daniel) Modified on 2/18/2016 to correct text (jtp). (Entered: 02/17/2016)
02/17/2016	380 (7 pgs; 2 docs)	Motion to Expedite Hearing Filed by Debtor Old Cold, LLC (RE: related document(s) 379 Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC) (Attachments: # 1 Proposed Order Exhibit A) (Sklar, Daniel)

(Entered: 02/17/2016)

02/18/2016	381 (16 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period January 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 02/18/2016)
02/18/2016	382 (1 pg)	Order Granting Motion to Expedite Hearing on Second Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Solicit Acceptances Thereof (related document(s): 379 Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC, 380 Motion to Expedite Hearing filed by Debtor Old Cold, LLC) Signed on 2/18/2016. Hearing scheduled for 2/23/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (jtp) (Entered: 02/18/2016)
02/18/2016		Objection/Response Deadline Updated (RE: related document(s)379 Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC). Objections due by4:00 pm on 2/22/2016. (jtp) (Entered: 02/18/2016)

02/18/2016	383 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 378 Order on Application to Employ). No. of Notices: 12. Notice Date 02/18/2016. (Admin.) (Entered: 02/19/2016)
02/23/2016	384 (2 pgs)	Order Granting Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Solicit Acceptances Thereof (related document(s): 316 Order on Motion to Extend/Limit Exclusivity Period, 379 Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC) Signed on 2/23/2016. Chapter 11 Plan due by 6/27/2016. The Debtors Soliciation Period is extended through and including August 26, 2016. (jtp) (Entered: 02/23/2016)
02/25/2016	385 (19 pgs; 3 docs)	Motion *For Comfort Order Pursuant To Bankruptcy Code Section 105(A) And 363(C) Or In the Alternative*, Motion For Sale of Property under Section 363(b) Filed by Debtor Old Cold, LLC Hearing scheduled for 3/22/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1Proposed Order Exhibit A # 2 Notice of Hearing)

		(Sklar, Daniel) (Entered: 02/25/2016)
02/25/2016	386 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 384 Order on Motion to Extend/Limit Exclusivity Period). No. of Notices: 164. Notice Date 02/25/2016. (Admin.) (Entered: 02/26/2016)
03/15/2016	387 (8 pgs)	Objection - *Mission Product Holdings, Inc.'s Objection to Debtor's Motion for Comfort Order Pursuant to Bankruptcy Code Section 105(a) and 363(b) or in the Alternative to Sell Inventory Pursuant to Bankruptcy Code Section 363(b)* Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 385 Motion filed by Debtor Old Cold, LLC, Motion for Sale of Property under Section 363(b)) (Klass, Michael) (Entered: 03/15/2016)
03/16/2016	388 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period February 29, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 03/16/2016)
03/21/2016	389	Reply *to Mission Product Hold-*

	(9 pgs; 2 docs)	*ings, Inc.'s Objection to Motion for Comfort Order Pursuant to Bankrptcy Code Section 105(A) and 363(C) Or In The Alternative To Sell Inventory Pursuant to Bankruptcy Code Section 363(B)* Filed by Debtor Old Cold, LLC (RE: related document(s) 385 Motion filed by Debtor Old Cold, LLC, Motion for Sale of Property under Section 363(b), 387 Objection filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Exhibit A - Schedule of Proposed Categories of Inventory) (Sklar, Daniel) (Entered: 03/21/2016)
03/22/2016	390 (2 pgs)	Statement of Payments to Ordinary Course Professionals Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 03/22/2016)
03/22/2016	391 (1 pg)	Order Directing Debtor Old Cold LLC to File Proposed Order on or before 3/29/16. Signed on 3/22/2016 (RE: related document(s) 385 Motion filed by Debtor Old Cold, LLC, Motion for Sale of Property under Section 363(b)) Proposed Order due on or before 3/29/2016. (jtp) (Entered: 03/22/2016)

03/24/2016	392 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 391 Order Directing). No. of Notices: 11. Notice Date 03/24/2016. (Admin.) (Entered: 03/25/2016)
03/28/2016	393 (3 pgs; 2 docs)	Proposed Order *Approving the Debtor's Sale of Inventory Pursuant to Bankruptcy Code Section 363(B)* Filed by Debtor Old Cold, LLC (RE: related document(s) 385 Motion filed by Debtor Old Cold, LLC, Motion for Sale of Property under Section 363(b), 387 Objection filed by Creditor Mission Product Holdings, Inc., 389Reply filed by Debtor Old Cold, LLC) (Attachments: # 1 Exhibit A - List of Inventory) (Sklar, Daniel) (Entered: 03/28/2016)
03/30/2016	394 (3 pgs)	Order Granting Motion For Sale of Property under Section 363(b) (Related Doc # 385) Signed on 3/30/2016. (jtp) (Entered: 03/30/2016)
04/01/2016	395 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 394 Order on Motion for Sale of Property under Section 363(b)). No. of Notices: 12. Notice

		Date 04/01/2016. (Admin.) (Entered: 04/02/2016)
04/14/2016	396 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period March 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 04/14/2016)
04/19/2016	397 (15 pgs)	Amended Debtor-In-Possession Monthly Operating Report for Reporting Period March 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 04/19/2016)
05/03/2016	398 (2 pgs)	Statement of Payments to Ordinary Course Professionals Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 05/03/2016)
05/10/2016	399 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period April 30, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 05/10/2016)
06/01/2016	400 (48 pgs; 6 docs)	Second Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 12/1/2015 to 4/30/2016, Fee: $156,175.00, Expenses: $5,380.35.Filed by Debtor's Attorney Nixon Peabody LLP

		Hearing scheduled for 6/28/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Nixon Peabody Invoice - Bankruptcy Matter # 2 Exhibit B - Nixon Peabody Invoice Regarding Appeals and Adversary Proceedings # 3 Fee Annex - Interim Request Exhibit C # 4Proposed Order Exhibit D # 5 Notice of Hearing) (Sklar, Daniel) (Entered: 06/01/2016)
06/09/2016	401 (23 pgs; 5 docs)	First Application for Interim Fees for DS Feller Company, LLC, Other Professional, Period: 1/6/2016 to 4/30/2016, Fee: $12,150.00, Expenses: $420.39.Filed by Other Professional DS Feller Company, LLC Hearing scheduled for 6/28/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - DS Feller Company, LLC Invoice # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 06/09/2016)
06/10/2016	402 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting

		Period May 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 06/10/2016)
06/13/2016	403 (14 pgs; 2 docs)	Second Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Solicit Acceptances Thereof Filed by Debtor Old Cold, LLC Hearing scheduled for 7/12/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Proposed Order) (Sklar, Daniel) Modified on 6/13/2016 to correct text(jtp). (Entered: 06/13/2016)
06/13/2016	404 (2 pgs)	Notice of Hearing *Regarding Debtor's Second Motion for Order Extending Exclusive Periods to File Chapter 11 Plan and Solicit Acceptances Thereof* Filed by Debtor Old Cold, LLC (RE: related document(s) 403Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC) (Sklar, Daniel) (Entered: 06/13/2016)
06/28/2016	405 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 401) Granting for DS Feller Company, LLC, fees awarded: $12150.00, expenses awarded: $420.39

		Signed on 6/28/2016. (jtp) (Entered: 06/28/2016)
06/28/2016	406 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 400) Granting for Nixon Peabody LLP, fees awarded: $156175.00, expenses awarded: $5380.35 Signed on 6/28/2016. (jtp) (Entered: 06/28/2016)
06/30/2016	407 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 405 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 06/30/2016. (Admin.) (Entered: 07/01/2016)
06/30/2016	408 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 406 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 06/30/2016. (Admin.) (Entered: 07/01/2016)
07/12/2016	409 (2 pgs)	Order Granting Motion to Extend/Limit Exclusivity Period for Filing a Chapter 11 Plan and Solicit Acceptances Thereof (related document(s): 384 Order on Motion to Extend/Limit Exclusivity Period, 403Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC) Signed on

		7/12/2016. Chapter 11 Plan due by 10/25/2016. (jtp) (Entered: 07/12/2016)
07/14/2016	410 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 409 Order on Motion to Extend/Limit Exclusivity Period). No. of Notices: 165. Notice Date 07/14/2016. (Admin.) (Entered: 07/15/2016)
08/03/2016	411 (16 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period June 30, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 08/03/2016)
08/30/2016	412 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period July 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 08/30/2016)
09/02/2016	413 (26 pgs; 5 docs)	First Application for Interim Fees for Baker Newman Noyes, LLC, Accountant, Period: 4/20/2016 to 8/31/2016, Fee: $30,611.00, Expenses: $290.00.Filed by Accountant Baker Newman Noyes Hearing scheduled for 10/4/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester,

		NH. (Attachments: # 1 Exhibit A - Invoices of Baker Newman & Noyes, LLC # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) Modified on 9/2/2016 to correct location (dcs). Modified on 10/4/2016 to correct party(jtp). (Entered: 09/02/2016)
09/20/2016	414 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period August 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 09/20/2016)
09/21/2016	415 (14 pgs)	Amended Debtor-In-Possession Monthly Operating Report for Reporting Period August 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 09/21/2016)
10/04/2016	416 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 413) Granting for Baker Newman Noyes, LLC, fees awarded: $30611.00, expenses awarded: $290.00 Signed on 10/4/2016. (jtp) (Entered: 10/04/2016)
10/05/2016	417 (19 pgs;	Debtor's (A) Motion for Entry of an Ex Parte Bridge Order and

	4 docs)	(B) Fourth Motion under Bankruptcy Code Section 1121(d) for order Extending Exclusive Periods to file Chapter 11 Plan and Solcit Acceptances Thereof Filed by Debtor Old Cold, LLC Hearing scheduled for 11/1/2016 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Proposed Order Exhibit A # 2 Proposed Order Exhibit B # 3 Notice of Hearing) (Sklar, Daniel) Modified on 10/6/2016 to correct text (jtp). (Entered: 10/05/2016)
10/06/2016	418 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 416 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 10/06/2016. (Admin.) (Entered: 10/07/2016)
10/12/2016	419 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period September 30, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 10/12/2016)
10/24/2016	420 (2 pgs)	Order; The Debtor's Exclusive Filing period is hereby extended until such time as the Court has entered a final order Determining

		the Motion Signed on 10/24/2016 (RE: related document(s) 417 Debtor's (A) Motion for Entry of an Ex Parte Bridge Order and (B) Fourth Motion under Bankruptcy Code Section 1121(d) for order Extending Exclusive Periods to file Chapter 11 Plan and Solcit Acceptances Thereof filed by Debtor Old Cold, LLC) (jtp) (Entered: 10/24/2016)
10/25/2016	421 (37 pgs; 2 docs)	Final Order By Bankruptcy Appellate Panel Re: Appeal Assigned BAP Case Number: BAP NO. NH15-069, Affirming the bankruptcy court's December 18, 2015 order approving the sale of assets Signed on 10/25/2016 (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Judgment) (jtp) (Entered: 10/26/2016)
10/26/2016	422 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 420 Order). No. of Notices: 12. Notice Date 10/26/2016. (Admin.) (Entered: 10/27/2016)
10/28/2016	423 (42 pgs;	Notice received from BAP re: Final Order by Bankruptcy Appel-

	2 docs)	late Panel Bankruptcy Court order. An Appeal to the First Circuit Court of Appeals was filed 10/28/16. (RE: related document(s)421 Order Bankruptcy Appellate Panel re: Appeal). (Attachments: # 1 Appellant's Notice of Appeal) (jtp) (Entered: 10/31/2016)
11/01/2016	424 (2 pgs)	Order Granting Debtor's Exclusive Periods to File Chapter 11 Plan and Solicit Acceptance Thereof (related document(s): 417 Motion to Extend/Limit Exclusivity Period filed by Debtor Old Cold, LLC) Signed on 11/1/2016. Chapter 11 Plan due by 3/1/2017. (jtp) (Entered: 11/01/2016)
11/03/2016	425	Notice of Docketing Record on Appeal to Court of Appeals. Case Number Assigned: 16-9012 (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 11/03/2016)
11/03/2016	426 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 424 Order on Motion to Extend/Limit Exclusivity Peri-

		od). No. of Notices: 164. Notice Date 11/03/2016. (Admin.) (Entered: 11/04/2016)
11/16/2016	427 (80 pgs; 2 docs)	Notice received from BAP re: Final Order by Bankruptcy Appellate Panel Bankruptcy Court order. An Cross-Appeal to the First Circuit Court of Appeals was filed 11/16/16. (RE: related document(s)421 Order Bankruptcy Appellate Panel re: Appeal). (Attachments: # 1 Appellees' Notice of Cross-Appeal) (jtp) (Entered: 11/17/2016)
11/17/2016	428	Notice of Docketing Record on Cross-Appeal to Court of Appeals. Case Number Assigned: 16-9015 for Cross-Appeal (RE: related document(s)333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (jtp) (Entered: 11/17/2016)
11/18/2016	429 (29 pgs; 2 docs)	Final Order By Bankruptcy Appellate Panel Re: Appeal Assigned BAP Case Number: 15-0065, Affirm in Part and Reverse in Part Signed on 11/18/2016 (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product

		Holdings, Inc.) (Attachments: # 1 Judgment) (jtp) (Entered: 11/21/2016)
11/23/2016	430 (34 pgs; 2 docs)	Notice received from BAP re: Final Order by Bankruptcy Appellate Panel Affirm in Part and Reverse in Part Bankruptcy Court order. An Appeal to the First Circuit Court of Appeals was filed 11/22/16. (RE: related document(s)429 Order Bankruptcy Appellate Panel re: Appeal). (Attachments: # 1 Appellant's Notice of Appeal) (jtp) (Entered: 11/23/2016)
11/29/2016	432	Order Striking Withdrawal (Court Doc. No. 431). The document was filed into the incorrect case. Signed on 11/29/2016 /s/ Judge J. Michael Deasy (RE: related document(s) 431 Motion to Withdraw as Attorney filed by Creditor Cool Canuck Corp.) (dcs) (Entered: 11/29/2016)
11/29/2016	433 (2 pgs)	Notice of Withdrawal as Attorney by Steven J. Venezia Filed by Creditor Cool Canuck Corp. Party has until 12/20/2016 to respond to the Court's Mailing of the Notice of Entry of Withdrawal. (Venezia, Steven) (Entered:

11/29/2016)

11/29/2016	434 (16 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period October 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 11/29/2016)
11/30/2016	435	Notice of Docketing Record on Appeal to First Circuit Court of Appeals. Case Number Assigned: 16-9016; BAP No. 15-0065; BK No. 15-11400 (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (dcs) (Entered: 11/30/2016)
12/23/2016	436 (51 pgs; 6 docs)	Third Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 5/1/2016 to 11/30/2016, Fee: $83,870.50, Expenses: $4,261.36.Filed by Debtor's Attorney Nixon Peabody LLP Hearing scheduled for 1/24/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Bankruptcy Invoices # 2 Exhibit B - Appeal Invoices # 3 Fee Annex - Interim Request Exhibit C # 4 Proposed

		Order Exhibit D #5 Notice of Hearing) (Sklar, Daniel) (Entered: 12/23/2016)
12/23/2016	437 (23 pgs; 5 docs)	Second Application for Interim Fees for DS Feller Company, LLC, Other Professional, Period: 5/6/2016 to 11/30/2016, Fee: $3,600.00, Expenses: $0.00.Filed by Other Professional DS Feller Company, LLC Hearing scheduled for 1/24/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: #1 Exhibit A - Invoice #2 Fee Annex - Interim Request Exhibit B #3 Proposed Order Exhibit C #4 Notice of Hearing) (Sklar, Daniel) Modified on 12/27/2016 to correct date (dcs). (Entered: 12/23/2016)
12/27/2016	438 (1 pg)	Exhibit *C - Amended - Fee Annex* Filed by Debtor's Attorney Nixon Peabody LLP (RE: related document(s) 436 Application for Interim Fees filed by Debtor's Attorney Nixon Peabody LLP) (Sklar, Daniel) (Entered: 12/27/2016)
12/27/2016	439 (1 pg)	Exhibit *B - Amended - Fee Annex* Filed by Other Professional DS Feller Company, LLC (RE:

		related document(s) 437 Application for Interim Fees filed by Other Professional DS Feller Company, LLC) (Sklar, Daniel) (Entered: 12/27/2016)
01/24/2017	440 (1 pg)	Notice of Rescheduled Hearing (RE: related document(s)436 Application for Interim Fees filed by Debtor's Attorney Nixon Peabody LLP). Hearing scheduled for 1/25/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (mbs) (Entered: 01/24/2017)
01/24/2017	441 (1 pg)	Notice of Rescheduled Hearing (RE: related document(s)437 Application for Interim Fees filed by Other Professional DS Feller Company, LLC). Hearing scheduled for 1/25/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (mbs) (Entered: 01/24/2017)
01/25/2017	442 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 436) Granting for Nixon Peabody LLP, fees awarded: $83870.50, expenses awarded: $4261.36

		Signed on 1/25/2017. (jtp) (Entered: 01/25/2017)
01/26/2017	443 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 437) Granting for DS Feller Company, LLC, fees awarded: $3600.00, expenses awarded: $0.00 Signed on 1/26/2017. (jtp) (Entered: 01/26/2017)
01/26/2017	444 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 440 Notice of Rescheduled Hearing). No. of Notices: 166. Notice Date 01/26/2017. (Admin.) (Entered: 01/27/2017)
01/26/2017	445 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 441 Notice of Rescheduled Hearing). No. of Notices: 166. Notice Date 01/26/2017. (Admin.) (Entered: 01/27/2017)
01/27/2017	446 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 442 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 01/27/2017. (Admin.) (Entered: 01/28/2017)
01/28/2017	447 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related docu-

ment(s) 443 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 01/28/2017. (Admin.) (Entered: 01/29/2017)

01/30/2017	448 (18 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period December 31, 2016 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 01/30/2017)
02/08/2017	449 (15 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period January 31, 2017 Filed by Debtor's Attorney Nixon Peabody LLP (Sklar, Daniel) (Entered: 02/08/2017)
02/15/2017	450 (16 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period November 30, 2016 Filed by Debtor's Attorney Nixon Peabody LLP (Sklar, Daniel) (Entered: 02/15/2017)
03/13/2017	451 (13 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period February 28, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 03/13/2017)
04/11/2017	452 (13 pgs)	Debtor-In-Possession Monthly Operating Report for Reporting Period March 31, 2017 Filed by

		Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 04/11/2017)
05/10/2017	453 (15 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period April 30, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 05/10/2017)
05/26/2017	454 (41 pgs; 2 docs)	The official transcript re: Motion For Comfort Order heard on 3/22/2016 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)385 Motion filed by Debtor Old Cold, LLC, Motion for Sale of Property under Section 363(b)). Notice of Intent to Request Redaction Deadline Due by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by 6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)

05/26/2017	455 (69 pgs; 2 docs)	The official transcript re: Motion for Determination heard on 11/3/2015 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)211 Motion filed by Debtor Old Cold, LLC). Notice of Intent to Request Redaction Deadline Due by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by 6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)
05/26/2017	456 (194 pgs; 2 docs)	The official transcript re: Motion for Adequate Protection heard on 11/18/2015 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may

be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Old Cold, LLC, Motion to Use Cash Collateral). Notice of Intent to Request Redaction Deadline Due by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by 6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)

05/26/2017	457 (199 pgs; 2 docs)	The official transcript re: Motion for Adequate Protection heard on 11/23/2015 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Old Cold, LLC, Motion to Use Cash Collateral). Notice of Intent to Request Redaction

Deadline Due by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by 6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)

05/26/2017	458 (146 pgs; 2 docs)	The official transcript re: Motion for Adequate Protection,Motion to Approve Procedures and Ex Parte Motion for Christopher M. Desiderio to Appear pro hac vice heard on 10/2/2015 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)14 Motion for Adequate Protection filed by Debtor Old Cold, LLC, Motion to Use Cash Collateral, 34 Motion to Approve filed by Debtor Old Cold, LLC, 35 Motion to Assume/Reject filed by Debtor Old Cold, LLC). Notice of Intent to Request Redaction Deadline Due

		by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by 6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)
05/26/2017	459 (60 pgs; 2 docs)	The official transcript re: Motion of Debtor for Entry of Interim and Final Orders, Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363(b), 503(b), 507(a)(4), AND 507(a)(8) AND BANKRUPTCY RULES 6003 AND 6004, FOR ENTRY OF INTERIM AND FINAL ORDERS, Motion OF DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (A) APPROVING DEBTORS PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES, Motion for Adequate Protection, Motion to Pay, Omnibus Motion to Reject Executory Contracts Nunc Pro Tunc, Motion to Convert Chapter Case to Chapter 7 and Motion to Appoint Trustee, Motion to Appoint Examiner heard on 9/18/2015 has been filed. Pursuant to Judicial Conference

Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 8/24/2017. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 6/16/2017 to file a Request for Redaction. (RE: related document(s)7 Motion filed by Debtor Old Cold, LLC, 10 Motion filed by Debtor Old Cold, LLC, 11 Motion filed by Debtor Old Cold, LLC, 14 Motion for Adequate Protection filed by Debtor Old Cold, LLC, Motion to Use Cash Collateral, 33 Motion to Pay filed by Debtor Old Cold, LLC, 35 Motion to Assume/Reject filed by Debtor Old Cold, LLC, 107 Motion to Convert to Chapter 7 filed by U.S. Trustee Office of the U.S. Trustee, Motion to Appoint Trustee, Motion to Appoint Examiner, 111 Motion to Appoint Trustee filed by Creditor Mission Product Holdings, Inc., Motion to Appoint Examiner). Notice of Intent to Request Redaction Deadline Due by 6/2/2017. Redaction Request Due by 6/16/2017. Redacted Transcript Submission Due by

		6/26/2017. Transcript access will be restricted through 8/24/2017. (gll) (Entered: 05/26/2017)
05/28/2017	460 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 454 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
05/28/2017	461 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 455 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
05/28/2017	462 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 456 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
05/28/2017	463 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 457 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
05/28/2017	464 (3 pgs)	BNC Certificate of Notice. (RE: related docu-

		ment(s) 458 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
05/28/2017	465 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 459 Transcript). No. of Notices: 1. Notice Date 05/28/2017. (Admin.) (Entered: 05/29/2017)
06/12/2017	466 (14 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period May 31, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 06/12/2017)
06/30/2017	467 (44 pgs; 6 docs)	Fourth Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 12/1/2016 to 5/31/2017, Fee: $62,946.50, Expenses: $1,916.98.Filed by Debtor's Attorney Nixon Peabody LLP Hearing scheduled for 8/8/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Nixon Peabody Invoices # 2 Exhibit B - Nixon Peabody Invoices Re: Appeals # 3 Fee Annex - Interim Request Exhibit C # 4 Proposed Order

		Exhibit D # 5 Notice of Hearing) (Sklar, Daniel) (Entered: 06/30/2017)
07/06/2017	468 (15 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period June 30, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 07/06/2017)
07/06/2017	469 (23 pgs; 5 docs)	Third Application for Interim Fees for DS Feller Company, LLC, Other Professional, Period: 12/1/2016 to 5/31/2017, Fee: $3,900.00, Expenses: $0.00.Filed by Other Professional DS Feller Company, LLC Hearing scheduled for 8/8/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - DS Feller Company Invoice # 2 Fee Annex - Interim Request Exhibit B # 3Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 07/06/2017)
07/11/2017	470 (23 pgs; 5 docs)	Second Application for Interim Fees for Baker Newman Noyes, LLC, Accountant, Period: 1/5/2017 to 6/30/2017, Fee: $4,286.50, Expenses: $200.00.Filed by Accountant Baker Newman Noyes, LLC

		Hearing scheduled for 8/8/2017 at 11:00 AM at Courtroom 2, 1000 Elm Street, 11th Floor, Manchester, NH. (Attachments: # 1 Exhibit A - Baker Newman & Noyes, LLC Invoices # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 07/11/2017)
08/08/2017	471 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 467) Granting for Nixon Peabody LLP, fees awarded: $62946.50, expenses awarded: $1916.98 Signed on 8/8/2017. (jtp) (Entered: 08/08/2017)
08/08/2017	472 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 469) Granting for DS Feller Company, LLC, fees awarded: $3900.00 Signed on 8/8/2017. (jtp) (Entered: 08/08/2017)
08/08/2017	473 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 470) Granting for Baker Newman Noyes, LLC, fees awarded: $4286.50, expenses awarded: $200.00 Signed on 8/8/2017. (jtp) (Entered: 08/08/2017)

08/10/2017	474 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 471 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 08/10/2017. (Admin.) (Entered: 08/11/2017)
08/10/2017	475 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 472 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 08/10/2017. (Admin.) (Entered: 08/11/2017)
08/10/2017	476 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 473 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 08/10/2017. (Admin.) (Entered: 08/11/2017)
08/14/2017	477 (15 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period July 31, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 08/14/2017)
09/12/2017	478 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period August 31, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 09/12/2017)
09/15/2017	479	Order Reassigning Case. Judge

	(1 pg)	Christopher J. Panos added to case. Involvement of Judge J. Michael Deasy ended Signed on 9/15/2017 (jtp) (Entered: 09/15/2017)
09/17/2017	480 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 479 Order Reassigning Case). No. of Notices: 168. Notice Date 09/17/2017. (Admin.) (Entered: 09/18/2017)
09/21/2017	481 (2 pgs)	**Administratively Corrected**Proposed Order *and Stipulation Amending Final Cash Collateral Order* Filed by Debtor Old Cold, LLC (RE: related document(s) 282 Order on Motion for Adequate Protection, Order on Motion to Use Cash Collateral) (Sklar, Daniel) Modified on 9/22/2017 Re-entered onto docket by Clerks Office; Incorrect filing event used.(jtp). (Entered: 09/21/2017)
09/21/2017	482 (2 pgs)	Stipulation and Order Amending Final Cash Collateral Order Filed by Debtor Old Cold, LLC (RE: related document(s) 282 Order on Motion for Adequate Protection, Order on Motion to Use Cash Collateral) (jtp) (Entered:

09/22/2017)

09/22/2017	483	An Administrative Error was found with the filing of Proposed Order and Stipulation Amending Final Cash Collateral Order (Court Doc. No. 481). The incorrect filing event was used. The Clerks Office has re-entered the document onto the case docket using the correct filing event. (RE: related document(s)481 Proposed Order filed by Debtor Old Cold, LLC). (jtp) (Entered: 09/22/2017)
10/10/2017	484 (2 pgs)	Order approving Signed on 10/10/2017 (RE: related document(s) 482 Stipulation filed by Debtor Old Cold, LLC) (dcs) (Entered: 10/10/2017)
10/11/2017	485 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period September 30, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 10/11/2017)
10/12/2017	486 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 484 Order). No. of Notices: 15. Notice Date 10/12/2017. (Admin.) (Entered: 10/13/2017)

11/06/2017	487 (2 pgs)	Notice of Appearance and Request for Notice by Geraldine Karonis Filed by U.S. Trustee Office of the U.S. Trustee (Karonis, Geraldine) (Entered: 11/06/2017)
11/07/2017	488 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period October 31, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 11/07/2017)
12/12/2017	489 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period November 30, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 12/12/2017)
01/16/2018	490 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period December 31, 2017 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 01/16/2018)
01/18/2018	491 (23 pgs; 5 docs)	Fourth Application for Interim Fees for DS Feller Company, LLC, Other Professional, Period: 6/1/2017 to 12/31/2017, Fee: $850.00, Expenses: $.Filed by Other Professional DS Feller Company, LLC Hearing scheduled for 2/26/2018 at 10:00 AM at Worcester Courtroom, Donohue

		Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Exhibit A Invoice of DS Feller # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing Exhibit D) (Sklar, Daniel) (Entered: 01/18/2018)
01/18/2018	492 (36 pgs; 6 docs)	Fifth Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 6/1/2017 to 12/31/2017, Fee: $58,974.50, Expenses: $3,059.11.Filed by Debtor's Attorney Nixon Peabody LLP Hearing scheduled for 2/26/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Exhibit A Nixon Peabody Invoice for Bankruptcy Matter # 2 Exhibit B Nixon Peabody Invoices for Appeals # 3 Fee Annex - Interim Request Exhibit C # 4 Proposed Order Exhibit D # 5 Notice of Hearing) (Sklar, Daniel) (Entered: 01/18/2018)
01/31/2018	493 (43 pgs;	Mandate issued by US Court of Appeals for the First Circuit re:

	3 docs)	Appeal assigned case number 16-9016, Affirming ruling by Bankruptcy Court Signed on 1/29/2018 (RE: related document(s) 242 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 429 Order Bankruptcy Appellate Panel re: Appeal) (Attachments: # 1 Opinion # 2 Judgment) (jtp) (Entered: 01/31/2018)
01/31/2018	494 (31 pgs; 3 docs)	Mandate issued by US Court of Appeals for the First Circuit re: Appeal assigned case number 16-9015, Affirming ruling by Bankruptcy Court Signed on 1/29/2018 (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 421 Order Bankruptcy Appellate Panel re: Appeal) (Attachments: # 1 Opinion # 2 Judgment) (jtp) Modified on 2/26/2018 to correct text (jtp). (Entered: 01/31/2018)
01/31/2018	495 (1 pg)	Case Management Conference Scheduled with regard to375 Stipulated Order Concerning Stay of Certain Matters with the Debtor and Mission Product

		Holdings, Inc. and Schleicher & Stebbins Hotels LLC). Conference to be held on 2/26/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (mbs) (Entered: 01/31/2018)
02/02/2018	496 (6 pgs)	BNC Certificate of Notice - Hearing. (RE: related document(s) 495 Hearing Scheduled). No. of Notices: 162. Notice Date 02/02/2018. (Admin.) (Entered: 02/03/2018)
02/12/2018	497 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period January 31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 02/12/2018)
02/14/2018	498 (1 pg)	Mandate issued by Bankruptcy Appellate Panel re: Appeal assigned case number BAP NO. NH 15-065, In accordance with the Judgment of November 18, 2016, and pursuant to Federal Rules of Appellate Procedures 41(a), this constitutes the formal mandate of this court. Signed on 2/13/2018 (RE: related document(s) 242Notice of Appeal and Statement of Election filed by

		Creditor Mission Product Holdings, Inc., 429 Order Bankruptcy Appellate Panel re: Appeal) (jtp) Modified on 2/26/2018 to correct text.(jtp). (Entered: 02/14/2018)
02/22/2018	499 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 491) Granting for DS Feller Company, LLC, fees awarded: $850.00, expenses awarded: $0.00 Signed on 2/22/2018. (jtp) (Entered: 02/22/2018)
02/22/2018	500 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 492) Granting for Nixon Peabody LLP, fees awarded: $58974.50, expenses awarded: $3059.11 Signed on 2/22/2018. (jtp) (Entered: 02/22/2018)
02/24/2018	501 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 499 Order on Application for Interim Fees). No. of Notices: 11. Notice Date 02/24/2018. (Admin.) (Entered: 02/25/2018)
02/24/2018	502 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 500 Order on Application for Interim Fees). No. of Notices: 11. Notice Date 02/24/2018. (Ad-

min.) (Entered: 02/25/2018)

02/26/2018	503 (31 pgs; 3 docs)	Mandate issued by US Court of Appeals for the First Circuit re: Appeal assigned case number 16-9012, Affirming ruling by Bankruptcy Court ruling by Bankruptcy Court Signed on 2/22/2018 (RE: related document(s) 333 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 421 Order Bankruptcy Appellate Panel re: Appeal, 494 Mandate/Judgment Issued re: Appeal) (Attachments: # 1 Opinion # 2 Judgment) (jtp) (Entered: 02/26/2018)
02/26/2018	504 (1 pg)	Mandate issued by Bankruptcy Appellate Panel re: Appeal assigned case number BAP NH 15-069, In accordance with Judgment of October 25, 2016, and pursuant to Federal Rules of Appellate Procedures 41(a), this constitutes the formal mandate of this court Signed on 2/23/2018 (RE: related document(s) 333Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 421 Order Bankruptcy Appellate Panel re: Appeal) (jtp)

(Entered: 02/26/2018)

02/26/2018	505 (1 pg)	**Order to Continue Telephonic Status Conference on Stipulated Order Concerning Stay of Certain Matters Signed on 2/26/2018 (RE: related document(s) 375 Order) Telephonic Status Conference to be held on 5/16/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA.** (jtp) (Entered: 02/27/2018)
03/01/2018	506 (6 pgs)	**BNC Certificate of Notice - PDF Document. (RE: related document(s) 505 Order to Continue/Schedule Hearing). No. of Notices: 160. Notice Date 03/01/2018.** (Admin.) (Entered: 03/02/2018)
03/14/2018	507 (13 pgs)	**Debtor-in-Possession Monthly Operating Report for Reporting Period February 1-28, 2018 Filed by Debtor Old Cold, LLC** (Sklar, Daniel) (Entered: 03/14/2018)
03/27/2018	508 (420 pgs; 4 docs)	**Adversary case 18-1026-CJP. Notice of Removal re Civil Case 18-cv-00223-PB by Mission Product Holdings, Inc. (Attachments: # 1 Motion to Refer # 2 District Court Documents pages 1-200**

		# 3 District Court Documents pages 201-413) (jtp) (Entered: 03/28/2018)
04/02/2018	509 (1 pg)	Notice of Change of Address Filed by Creditor Donna Flood (tmb) (Entered: 04/02/2018)
04/06/2018	510 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period March 1-31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 04/06/2018)
04/16/2018	511 (23 pgs; 5 docs)	Third Application for Interim Fees for Baker Newman Noyes, LLC, Accountant, Period: 7/1/2017 to 1/22/2018, Fee: $2,251.00, Expenses: $110.00.Filed by Accountant Baker Newman Noyes, LLC Hearing scheduled for 5/16/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Exhibit A - Baker Newman Noyes Invoice # 2Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 04/16/2018)

04/16/2018	512 (1 pg)	Proposed Order Filed by Accountant Baker Newman Noyes, LLC (RE: related document(s) 511 Application for Interim Fees filed by Accountant Baker Newman Noyes, LLC) (Sklar, Daniel) (Entered: 04/16/2018)
05/10/2018	513 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period April 1-30, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 05/10/2018)
05/16/2018	514 (1 pg)	Order, Status Conference held, Directing Parties to File Proposed Order Signed on 5/16/2018 (RE: related document(s) 375 Order) (jtp) (Entered: 05/16/2018)
05/16/2018	515 (1 pg)	Order Granting Application For Interim Fees (Related Doc # 511) Granting for Baker Newman Noyes, LLC, fees awarded: $2251.00, expenses awarded: $110.00 Signed on 5/16/2018. (jtp) (Entered: 05/16/2018)
05/16/2018	516 (2 pgs)	Notice of Appearance and Request for Notice by Daniel P. Keenan Filed by Creditor Mission Product Holdings, Inc. (Keenan,

Daniel) (Entered: 05/16/2018)

05/18/2018	517 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 514 Order Directing). No. of Notices: 12. Notice Date 05/18/2018. (Admin.) (Entered: 05/19/2018)
05/18/2018	518 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 515 Order on Application for Interim Fees). No. of Notices: 12. Notice Date 05/18/2018. (Admin.) (Entered: 05/19/2018)
05/25/2018	519 (4 pgs)	Order Approving Stipulated Order Concerning Stay of Certain Matters. Until such time as the Court holds a status conference or orders otherwise, all pending or applicable deadlines in the Stayed Matters pending before this Court shall remain stayed, including any and all discovery. The parties shall file a brief report every 120 days advising the Court as to the status of the appeal. Signed on 5/25/2018 (RE: related document(s) 375 Order) (cac) (Entered: 05/25/2018)
05/27/2018	520 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related docu-

		ment(s) 519 Order). No. of Notices: 12. Notice Date 05/27/2018. (Admin.) (Entered: 05/28/2018)
06/11/2018	521 (11 pgs)	Assented Motion for Relief from Stay. *and Scheduling Final Hearing* Fee Amount $ 181. Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (Candon, Christopher) (Entered: 06/11/2018)
06/11/2018	522	Receipt of Motion for Relief From Stay(15-11400-CJP) [motion,mrlfsty] (181.00) filing fee. Receipt number 3428287, Fee amount $ 181.00. (re: Doc#521). (U.S. Treasury) (Entered: 06/11/2018)
06/12/2018	523 (2 pgs)	Objection - *Preliminary Objection* Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Keenan, Daniel) (Entered: 06/12/2018)
06/12/2018	524 (16 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period May 1-31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 06/12/2018)

06/13/2018	525 (2 pgs)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 523Objection filed by Creditor Mission Product Holdings, Inc.) (Keenan, Daniel) (Entered: 06/13/2018)
06/15/2018	526 (1 pg)	Order: The Request for Combined Hearing On the Motion is Denied and the Court Hereby Schedules a Preliminary Telephonic Hearing. Objections to the Motion Shall Be Filed on or Before July 3, 2018. Parties Should Contact Calendar Clerk To Obtain Dial-In Information. Signed on 6/15/2018 (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) Hearing scheduled for 7/10/2018 at 10:00 AM (cac) Modified on 6/15/2018 Location information removed(jtp). (Entered: 06/15/2018)
06/17/2018	527 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 526 Order to Continue/Schedule Hearing). No. of Notices: 156. Notice Date 06/17/2018. (Admin.) (Entered: 06/18/2018)

07/03/2018	528 (33 pgs; 3 docs)	Objection Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Attachments: # 1 Exhibit 1 - Unofficial Transcription of Oral Argument # 2 Certificate of Service) (Keenan, Daniel) (Entered: 07/03/2018)
07/09/2018	529 (1 pg)	Notice of Rescheduled Telephonic Hearing. TIME CHANGE ONLY (RE: related document(s)521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.). Hearing rescheduled for 7/10/2018 at 11:00 AM (mbs) (Entered: 07/09/2018)
07/11/2018	530 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period June 1-30, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 07/11/2018)
07/11/2018	531 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 529 Notice of Rescheduled Hearing). No. of Notices: 161. Notice Date 07/11/2018. (Admin.) (Entered: 07/12/2018)

07/12/2018	532 (1 pg)	Order to Schedule Evidentiary Hearing. Debtor and Movant shall file briefs on or before August 27, 2018. Mission Product Holdings shall file a response on or before September 12, 2018. Signed on 7/12/2018 (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) Evidentiary hearing scheduled for 9/18/2018 at 10:00 AM at Courtroom A. (cac) (Entered: 07/12/2018)
07/14/2018	533 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 532 Order to Continue/Schedule Hearing). No. of Notices: 156. Notice Date 07/14/2018. (Admin.) (Entered: 07/15/2018)
07/18/2018	534 (109 pgs; 7 docs)	Motion to Convert Chapter 11 Case to Chapter 7. Fee Amount $ 15. Filed by Creditor Mission Product Holdings, Inc. Hearing scheduled for 9/18/2018 at 10:00 AM (check with court for location). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Proposed Order # 5 Notice of Hearing # 6 Certificate of Service) (Keenan, Daniel) (Entered: 07/18/2018)

07/18/2018	535	Receipt of Motion to Convert to Chapter 7(15-11400-CJP) [motion,m119cn7] (15.00) filing fee. Receipt number 3443287, Fee amount $ 15.00. (re: Doc#534). (U.S. Treasury) (Entered: 07/18/2018)
08/14/2018	536 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period July 1-31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 08/14/2018)
08/16/2018	537 (27 pgs; 2 docs)	The official transcript re: Status Hearing, Fourth Application for Interim Fees for DS Feller Company, LLC, Fifth Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney heard on 2/26/2018 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 11/14/2018. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 9/6/2018 to file a Request for Redaction. (RE: related document(s) 491 Application for Interim Fees filed by Other Profes-

		sional DS Feller Company, LLC, 492 Application for Interim Fees filed by Debtor's Attorney Nixon Peabody LLP). Notice of Intent to Request Redaction Deadline Due by 8/23/2018. Redaction Request Due by 9/6/2018. Redacted Transcript Submission Due by 9/17/2018. Transcript access will be restricted through 11/14/2018. (gll) (Entered: 08/16/2018)
08/16/2018	538 (14 pgs; 2 docs)	The official transcript re: Third Application for Interim Fees for Baker Newman Noyes, LLC, and Status Hearing heard on 5/16/2018 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the date of filing. The transcript release date is 11/14/2018. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 9/6/2018 to file a Request for Redaction. (RE: related document(s)511 Application for Interim Fees filed by Accountant Baker Newman Noyes, LLC). Notice of Intent to Request Redaction Deadline Due by

		8/23/2018. Redaction Request Due by 9/6/2018. Redacted Transcript Submission Due by 9/17/2018. Transcript access will be restricted through 11/14/2018. (gll) (Entered: 08/16/2018)
08/24/2018	539 (2 pgs)	Notice of Substitution of Appearance and Request for Notice by Daniel P. Keenan. Daniel P. Keenan has withdrawn. Filed by Creditor Mission Product Holdings, Inc. (Keenan, Daniel) (Entered: 08/24/2018)
08/27/2018	540 (134 pgs; 4 docs)	Objection Filed by Debtor Old Cold, LLC (RE: related document(s) 534 Motion to Convert to Chapter 7 filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Exhibit March 22, 2016 Hearing Transcript # 2 Exhibit February 26, 2018 Hearing Trascript # 3 Exhibit Bankruptcy Auction Trascript) (Sklar, Daniel) (Entered: 08/27/2018)
08/27/2018	541 (116 pgs; 4 docs)	Reply *in Support of Assented-To Motion for Relief from Automatic Stay and Objection to Motion to Convert Case* Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related docu-

		ment(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C., 528 Objection filed by Creditor Mission Product Holdings, Inc., 534 Motion to Convert to Chapter 7 filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Candon, Christopher) (Entered: 08/27/2018)
08/28/2018	542 (3 pgs)	Amended Certificate of Service Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 541 Reply filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Candon, Christopher) (Entered: 08/28/2018)
09/05/2018	543 (1 pg)	Notice of Rescheduled Hearing. TIME AND LOCATION CHANGE (RE: related document(s)521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.). Hearing scheduled for 9/18/2018 at 01:00 PM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (mbs) (Entered: 09/05/2018)

09/05/2018	544 (1 pg)	Notice of Rescheduled Hearing. TIME AND LOCATION CHANGE (RE: related document(s)534 Motion to Convert to Chapter 7 filed by Creditor Mission Product Holdings, Inc.). Hearing scheduled for 9/18/2018 at 01:00 PM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (mbs) (Entered: 09/05/2018)
09/07/2018	545 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 543 Notice of Rescheduled Hearing). No. of Notices: 159. Notice Date 09/07/2018. (Admin.) (Entered: 09/08/2018)
09/07/2018	546 (6 pgs)	BNC Certificate of Notice. (RE: related document(s) 544 Notice of Rescheduled Hearing). No. of Notices: 159. Notice Date 09/07/2018. (Admin.) (Entered: 09/08/2018)
09/10/2018	547 (1 pg)	The official transcript re: Assented Motion for Relief from Stay. and Scheduling Final Hearing heard on 7/10/2018 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days

		from the date of filing. The transcript release date is 12/10/2018. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 10/1/2018 to file a Request for Redaction. (RE: related document(s)521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C.). Notice of Intent to Request Redaction Deadline Due by 9/17/2018. Redaction Request Due by 10/1/2018. Redacted Transcript Submission Due by 10/11/2018. Transcript access will be restricted through 12/10/2018. (gll) (Entered: 09/10/2018)
09/11/2018	548 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period August 1 - 31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 09/11/2018)
09/12/2018	549 (67 pgs; 3 docs)	Response - *Mission Product Holdings, Inc.'s Omnibus Response to (A) Schleicher & Stebbins Hotels L.L.C.'s (I) Reply in Support of Assented-To Motion for Relief From Automatic Stay and (II) Objection to Motion to Convert and (B) Debtor's Ob-*

		jection to Mission Product Holdings, Inc.'s Motion for Conversion to Chapter 7 Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C., 528 Objection filed by Creditor Mission Product Holdings, Inc., 534 Motion to Convert to Chapter 7 filed by Creditor Mission Product Holdings, Inc., 540 Objection filed by Debtor Old Cold, LLC, 541 Reply filed by Creditor Schleicher & Stebbins Hotels, L.L.C.) (Attachments: # 1 Exhibit A # 2 Certificate of Service) (Tilsley, Roy) (Entered: 09/12/2018)
09/12/2018	550 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 547 Transcript). No. of Notices: 8. Notice Date 09/12/2018. (Admin.) (Entered: 09/13/2018)
09/19/2018	551 (1 pg)	Order Denying Motion to Convert Case to Chapter 7 (Related Doc # 534) Signed on 9/19/2018. (cac) (Entered: 09/20/2018)
09/19/2018	552	Order Granting Motion For Re-

	(1 pg)	lief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (Related Doc # 521) Signed on 9/19/2018. (cac) (Entered: 09/20/2018)
09/22/2018	553 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 552 Order on Motion For Relief From Stay). No. of Notices: 15. Notice Date 09/22/2018. (Admin.) (Entered: 09/23/2018)
09/22/2018	554 (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 551 Order on Motion to Convert Case to Chapter 7). No. of Notices: 15. Notice Date 09/22/2018. (Admin.) (Entered: 09/23/2018)
10/01/2018	555 (5 pgs)	Notice of Appeal and Statement of Election to Bankruptcy Appellate Panel. Fee Amount $298 Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 552 Order on Motion For Relief From Stay) (Keach, Robert) (Entered: 10/01/2018)
10/01/2018	556	Receipt of Notice of Appeal and Statement of Election(15-11400-CJP) [appeal,ntcaplel] (298.00) filing fee. Receipt number

		3473202, Fee amount $ 298.00. (re: Doc#555). (U.S. Treasury) (Entered: 10/01/2018)
10/01/2018	557	Court's Certificate of Mailing of Appeal. Date copies electronically sent on October 1, 2018 Copies electronically sent to: Roy Tilsley and Robert Keach as counsel for Misson Product Holdings, Inc.; Christopher Candon, counsel for Schleicher & Stebbins Hotels, LLC; Christopher Desiderio and Daniel Sklar as counsel for Old Cold, LLC (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (dcs) (Entered: 10/01/2018)
10/01/2018	558 (64 pgs; 2 docs)	Transmittal of Appeal to BAP (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1 Notice of Appeal) (dcs) (Entered: 10/01/2018)
10/01/2018	559 (1 pg)	Notice to Appellant re: Notice of Appeal. The following items should be filed on or before October 15, 2018. (1) Designation of

		Items on Appeal, (2) Statement of Issues and (3) Written Notice a Transcript has been Ordered or a Certificate Stating No Transcript is Being Ordered. (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (dcs) (Entered: 10/01/2018)
10/03/2018	560	Notice of Docketing Record on Appeal to BAP. Case Number Assigned: 18-0048 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (dcs) (Entered: 10/03/2018)
10/03/2018	561 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 559 Notice to Appellant re: Appeal). No. of Notices: 9. Notice Date 10/03/2018. (Admin.) (Entered: 10/04/2018)
10/04/2018	562 (1 pg)	The official transcript re: Assented Motion for Relief from Stay, Motion to Convert Chapter 11 Case to Chapter 7 heard on 9/18/2018 has been filed. Pursuant to Judicial Conference Policy electronic access to transcripts is restricted for 90 days from the

		date of filing. The transcript release date is 1/2/2019. The transcript is available for review at the Clerk's Office or a copy may be purchased from the transcriber. Parties have until 10/25/2018 to file a Request for Redaction. (RE: related document(s)521 Motion for Relief From Stay filed by Creditor Schleicher & Stebbins Hotels, L.L.C., 534 Motion to Convert to Chapter 7 filed by Creditor Mission Product Holdings, Inc.). Notice of Intent to Request Redaction Deadline Due by 10/11/2018. Redaction Request Due by 10/25/2018. Redacted Transcript Submission Due by 11/5/2018. Transcript access will be restricted through 1/2/2019. (gll) (Entered: 10/04/2018)
10/06/2018	563 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) 562 Transcript). No. of Notices: 9. Notice Date 10/06/2018. (Admin.) (Entered: 10/07/2018)
10/10/2018	564 (10 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period September 30, 2018 Filed by Debtor Old Cold, LLC (Sklar,

Daniel) (Entered: 10/10/2018)

10/11/2018	565 (4 pgs)	Statement of Issues on Appeal *(Appellant's)* Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) (Tilsley, Roy) (Entered: 10/11/2018)
10/11/2018	566 (9 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.) Appellee designation due by 10/25/2018. Transmission of Designation due by 11/13/2018. (Tilsley, Roy) (Entered: 10/11/2018)
10/18/2018	567 (5 pgs; 2 docs)	Assented Motion to Extend Time / Agreement in connection with delay in Supreme Court determination on Petition for Certiorari. to November 5, 2018 Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 521 Motion for Relief From Stay filed by Creditor

		Schleicher & Stebbins Hotels, L.L.C., 552Order on Motion For Relief From Stay) (Attachments: # 1 Proposed Order) (Tilsley, Roy) (Entered: 10/18/2018)
10/19/2018	568 (2 pgs)	Order Granting Motion to Extend Time to extend the stay of effectiveness of the order to November 5, 2018 (related document(s): 567 Motion to Extend Time/Agreement in connection with delay in Supreme Court determination on Petition for Certiorari. to November 5, 2018 filed by Creditor Mission Product Holdings, Inc.) . Signed on 10/19/2018. (dcs) (Entered: 10/19/2018)
10/21/2018	569 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 568 Order on Motion to Extend Time). No. of Notices: 3. Notice Date 10/21/2018. (Admin.) (Entered: 10/22/2018)
10/24/2018	570 (43 pgs; 6 docs)	Sixth Application for Interim Fees for Nixon Peabody LLP, Debtor's Attorney, Period: 1/1/2018 to 9/30/2018, Fee: $103,382.00, Expenses: $2,430.14.Filed by Debtor's Attorney Nixon Peabody LLP

		Hearing scheduled for 12/11/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Exhibit A - Nixon Peabody Invoices - Bankruptcy # 2 Exhibit B - Nixon Peabody Invoices - Appeals # 3 Fee Annex - Interim Request Exhibit C # 4 Proposed Order Exhibit D # 5 Notice of Hearing) (Sklar, Daniel) (Entered: 10/24/2018)
10/24/2018	571 (23 pgs; 5 docs)	Fifth Application for Interim Fees for DS Feller Company, LLC, Other Professional, Period: 1/1/2018 to 9/30/2018, Fee: $2,950.00, Expenses: $0.00.Filed by Other Professional DS Feller Company, LLC Hearing scheduled for 12/11/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Exhibit A - DS Feller Company, LLC Invoices # 2 Fee Annex - Interim Request Exhibit B # 3 Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 10/24/2018)
10/24/2018	572	Appellee Designation of Contents

	(7 pgs)	for Inclusion in Record of Appeal *of Additional Items to be Included in the Record of Appeal* Filed by Creditor Schleicher & Stebbins Hotels, L.L.C. (RE: related document(s) 555Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc., 566 Appellant Designation filed by Creditor Mission Product Holdings, Inc.) (Candon, Christopher) (Entered: 10/24/2018)
10/30/2018	573 (7 pgs; 2 docs)	Motion to Extend Time due to Supreme Court's granting of Mission's Petition for Certiorari to - Until final resolution of Supreme Court appeal Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 552 Order on Motion For Relief From Stay, 568 Order on Motion to Extend Time) (Attachments: # 1 Proposed Order) (Tilsley, Roy) (Entered: 10/30/2018)
10/30/2018	574 (6 pgs; 2 docs)	Motion to Expedite Hearing , Motion to Shorten Notice , Motion to Limit Notice Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 573 Motion to Extend

		Time filed by Creditor Mission Product Holdings, Inc.) (Attachments: # 1 Proposed Order) (Tilsley, Roy) (Entered: 10/30/2018)
10/30/2018	575 (1 pg)	Certificate of Service Filed by Creditor Mission Product Holdings, Inc. (RE: related document(s) 573Motion to Extend Time filed by Creditor Mission Product Holdings, Inc., 574 Motion to Expedite Hearing filed by Creditor Mission Product Holdings, Inc., Motion to Shorten Notice, Motion to Limit Notice) (Tilsley, Roy) (Entered: 10/30/2018)
10/31/2018	576 (2 pgs)	Order Granting Motion Expedited determination of Motion for Extension of Stay of Effectiveness of Order , Denying Motion To Shorten Notice (Related Doc # 574), Denying Motion To Limit Notice (Related Doc # 574) Signed on 10/31/2018. (dcs) (Entered: 10/31/2018)
10/31/2018	577 (6 pgs)	Order Denying in Part Motion to Extend Time (related document(s): 573 Motion to Extend Time due to Supreme Court's granting of Mission's Petition for Certiorari to - Until final resolu-

		tion of Supreme Court appeal filed by Creditor Mission Product Holdings, Inc.). Signed on 10/31/2018. (dcs) (Entered: 10/31/2018)
11/02/2018	578 (8 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 577 Order on Motion to Extend Time). No. of Notices: 15. Notice Date 11/02/2018. (Admin.) (Entered: 11/03/2018)
11/02/2018	579 (4 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 576 Order on Motion to Expedite Hearing). No. of Notices: 9. Notice Date 11/02/2018. (Admin.) (Entered: 11/03/2018)
11/13/2018	580 (912 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLANT PART 1 OF 6 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 1 of 6) (dcs) (Entered: 11/13/2018)
11/13/2018	581 (556 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLANT PART 3 OF 6 (RE: related document(s)555 Notice of Appeal and

		Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 3) (dcs) (Entered: 11/13/2018)
11/13/2018	582 (6 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLANT PART 4 OF 6 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 4) (dcs) (Entered: 11/13/2018)
11/13/2018	583 (186 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLANT PART 5 OF 6 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 5) (dcs) (Entered: 11/13/2018)
11/13/2018	584 (440 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLANT PART 6 OF 6 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 6) (dcs)

(Entered: 11/13/2018)

11/13/2018	585 (1099 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLEE PART 1 OF 3 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellee DOR - Part 1) (dcs) (Entered: 11/13/2018)
11/13/2018	586 (1207 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLEE PART 2 OF 3 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellee DOR - Part 2) (dcs) (Entered: 11/13/2018)
11/13/2018	587 (556 pgs; 2 docs)	Transmittal of Record on Appeal to BAP APPELLEE PART 3 OF 3 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellee DOR - Part 3) (dcs) (Entered: 11/13/2018)
11/13/2018	588 (323 pgs;	Transmittal of Record on Appeal to BAP APPELLANT PART 2

	2 docs)	OF 6 (RE: related document(s)555 Notice of Appeal and Statement of Election filed by Creditor Mission Product Holdings, Inc.). (Attachments: # 1Appellant DOR - Part 2) (dcs) (Entered: 11/13/2018)
11/13/2018	589 (13 pgs)	Debtor-in-Possession Monthly Operating Report for Reporting Period October 1-31, 2018 Filed by Debtor Old Cold, LLC (Sklar, Daniel) (Entered: 11/13/2018)
11/13/2018	590 (44 pgs; 5 docs)	Application to Employ of Ropes & Gray LLP as Special Counsel Filed by Debtor Old Cold, LLC Hearing scheduled for 12/11/2018 at 10:00 AM at Worcester Courtroom, Donohue Federal Bldg & Courthouse, 595 Main Street, Courtroom 3, Worcester MA. (Attachments: # 1 Affidavit Exhibit A - Declaration of Douglas H. Hallward-Driemeier # 2 Exhibit B - Engagement Agreement Between the Debtor and Ropes & Gray # 3Proposed Order Exhibit C # 4 Notice of Hearing) (Sklar, Daniel) (Entered: 11/13/2018)

CO-MARKETING AND DISTRIBUTION AGREEMENT (WITH EXHIBITS), EFFECTIVE AS OF NOVEMBER 21, 2012, BANKR. DKT. 211-1, FILED OCTOBER 15, 2015

CO-MARKETING AND DISTRIBUTION AGREEMENT

This Co-Marketing, Sourcing and Distribution Agreement (this "Agreement"), is made effective as of November 21, 2012 ("Effective Date"), by and between Tempnology, LLC d/b/a Coolcore ("***CC***") and Mission Product Holdings, Inc.("***MP***").

WITNESSETH :

WHEREAS, CC and MP have executed a Binding Term Sheet dated as of November 21, 2012 (the "Term Sheet") in which the parties outlined key terms for an arrangement related to product sourcing, co-marketing and distribution of certain textile-based cooling products produced by or through CC.

WHEREAS, the Term Sheet anticipates that the parties will negotiate and agree upon a definitive agreement that will supersede the Term Sheet and the parties desire to do so; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1) **Territory:**

   A) During the term of this Agreement and upon the terms and conditions set forth herein (including without limitation the

terms of Sections 5 and 6 hereof), with respect to the Cooling Accessories (as defined below) MP will have, and CC hereby grants MP, exclusive distribution rights within the United States and first rights of notice and of refusal as further defined below in this paragraph on exclusive distribution rights in certain other countries, excluding the specific countries identified in the License and Distribution agreement dated as of January 21, 2013 (the "ReYs Agreement") between CC and Qingdao Rey.S Culture and Media Company ("ReYs") — namely, the countries of China, Japan, Taiwan, Hong Kong, Korea, Singapore, Malaysia, Indonesia, Philippines, Thailand and Vietnam (the "ReYs Territories"). The United States as well as such other countries and territories that MP acquires exclusive distribution rights to pursuant to its first rights of refusal and notice hereunder are referred to collectively as the "Exclusive Territory". For the avoidance of doubt, during the term of the ReYs Agreement, ReYs has the exclusive right to sell CC's Cooling Accessories under the Coolcore trademark in the ReYs Territories. For the purposes of this Agreement, the term "Cooling Accessories" shall mean products of the specific types listed on Exhibit A hereto manufactured by or on behalf of CC and additional products that are hereafter developed by CC that are added to the term Cooling Accessories pursuant to the terms of Section 13 hereof (such additional products being sometimes herein

referred to as "Cooling Accessory Derivatives" if they are not substantially distinct from the items on Exhibit A and "New Products" if they are substantially distinct from the items on Exhibit A, it being understood that both Cooling Accessory Derivatives and New Products shall be deemed Cooling Accessories hereunder).

B) For clarity, it is expressly understood that MP shall have the right to sell Cooling Accessories throughout the world, and shall have exclusive rights (consistent with the Product Exclusivity provisions of Sections 5 and 6 below) in the Exclusive Territory. CC shall inform MP prior to agreeing to sell any Cooling Accessories (directly or indirectly) in any territory outside the United States, excluding (for the term of the ReYs Agreement only) the ReYs Territories; provided that CC shall inform MP of any pending renewals and renegotiations of the ReYs Agreement and the associated terms of any renewal or renegotiation shall be treated in the same manner as any other "International Term Sheet" (as such term is defined below). It is, however, expressly understood and agreed that, at no time in the future, will ReYs be classified as a "Sports Distributor" (as such term is defined below) based on the ReYs Agreement for the purposes of the right of first refusal set forth below and therefore MP shall only be entitled to a right of first notice with respect thereto as provided for under Subsection 1(D) hereof.

C) MP shall have the right of first refusal to match any term sheet or memorandum of understanding for the sale of Cooling Accessories in any country outside of the United States ("International Term Sheet") if such International Term Sheet relates to a Sports Distributor, in which case the applicable territory will become an Exclusive Territory hereunder in the Sports Distributor channel only; provided that MP has agreed in writing to match the applicable International Term Sheet within ninety (90) days of the date such International Term Sheet is presented to MP. For the purposes of this Agreement, the term "Sports Distributor" shall mean an entity that acts directly or indirectly as a distributor with more than 25% of its end distribution consisting of customers in the Sporting Channel (as such term is hereinafter defined). Upon matching the applicable International Term Sheet, the parties hereto shall amend this Agreement to reflect the terms of such International Term Sheet.

D) If the International Term Sheet does not relate to a Sports Distributor, then, after CC has informed MP of the terms of such International Term Sheet, MP will have forty-five (45) days to match such terms, in which case CC shall consider MP's offer in good faith but will not be obligated to accept such offer. Should CC elect to accept MP's offer then the applicable territory will become an Exclusive Territory hereunder for all applicable channels and this Agree-

ment shall be amended to reflect the terms of such International Term Sheet.

E) Further, both parties agree to use their commercially reasonable good faith efforts during the 120 day period following the Effective Date to establish a relationship with ReYs as well as a relationship with MP's agent in China. Provided the parties exercise such efforts, the failure to establish such relationships shall not constitute a breach hereof.

2) **Term:**

The initial term of this Agreement will commence upon the Effective Date and expire on July 1, 2016 (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew (subject to the parties' termination rights specified below) for additional one-year periods (each a "Renewal Term") from July 2 of the then-current calendar year until July 1 of the following calendar year. Each such yearly period (whether during the Initial Term or a Renewal Term) is referred to herein as a "Contract Year," except that the first Contract Year will run from the Execution Date until July 1, 2014. The Initial Term and any Renewal Terms are together referred to as the "Term".

3) **Termination:**

Either party may terminate this Agreement without cause by providing written notice during May or June of any Contract Year, in which case the Agreement will terminate as of the

last day of the second full Contract Year following timely notice of termination. For example, a termination notice delivered on June 1, 2014 would result in an effective date of termination of July 1, 2016. Notwithstanding the foregoing, and except as otherwise provided herein, either one of the parties may terminate this Agreement following the commission by the other party of a breach of a material term hereof (excluding alleged breaches by MP in the nature of nonpayment, which are subject to termination pursuant to Section 3(i) below only), after written notification to the other party that it shall have 90 days to remedy such breach. If such breach is not remedied or cured within the 90-day period, the aggrieved party may terminate this Agreement after the expiration of such cure period by written notice to the defaulting party. A breach by a party hereunder shall be deemed cured if the party alleged to have committed such breach ceases within the above specified cure period the activity which is the basis of the alleged breach. If there is a dispute as to whether a breach exists or has been cured, this Agreement shall remain in effect until such dispute is resolved pursuant to the Dispute Resolution provision below. In addition to the foregoing, (i) CC may terminate this Agreement (but not any PO's under which undisputed amounts have been paid) if MP has failed to pay any amount in excess of $25,000 in the aggregate due under any PO (or PO's) on a timely basis and such failure continues to exist after the passage of 30 days after CC has confirmed that MP has received written notice from CC to MP of the existence

of such failure (provided that if MP in good faith disputes whether payment thereof is due this Agreement shall remain in effect until such dispute is resolved pursuant to the Dispute Resolution provision below), and (ii) CC may terminate this Agreement immediately upon written notice (or if immediate termination is not permitted under applicable law, then upon the shortest notice and cure period permitted) upon the filing of a petition in bankruptcy or for reorganization under any bankruptcy, receivership, insolvency or other similar law by or against MP; or upon MP's becoming insolvent (as finally determined by a court of competent jurisdiction) or making an assignment for benefit of creditors or taking other similar action; and (iii) MP may terminate this Agreement immediately upon written notice (or if immediate termination is not permitted under applicable law, then upon the shortest notice and cure period permitted) upon the filing of a petition in bankruptcy or for reorganization under any bankruptcy, receivership, insolvency or other similar law by or against CC or upon CC's becoming insolvent (as finally determined by a court of competent jurisdiction) or making an assignment for benefit of creditors or taking other similar action.

4) **Effect of Termination:**

In the event of any termination of this Agreement MP shall have the right to purchase, distribute and sell, in accordance with the provisions of this Agreement, and notwithstanding the termination of this Agreement, those Cooling Accessories and other products which shall

have been delivered to MP or ordered by MP on or before the date of such termination for such period of time as is reasonably required by MP to sell such Cooling Accessories and other products, provided that in all events MP shall not have the right to sell any such Cooling Accessories and other products after the two-year anniversary of the effective date of such termination, provided, however, that in the event of a termination pursuant to Section 3(i) above, CC shall have no further obligation to ship any Cooling Accessories or other products to MP under any PO provided however that if MP has fully paid for all undisputed amounts currently due under a PO (i.e., due in accordance with the timing set forth in Section 16 below) CC shall nevertheless perform its obligations under such PO. In addition, notwithstanding any termination of this Agreement MP shall have the right to purchase, distribute and sell Cooling Accessories and other products hereunder to the extent necessary to permit MP to continue to fulfill its obligations pursuant to orders from its customers that are in effect and outstanding as of the effective date of expiration or termination (for any reason) of this Agreement, provided that in all events MP shall not have the right to purchase, distribute or sell any such Cooling Accessories and other cooling products after the two-year anniversary of the effective date of such termination, provided further, however, that in the event of a termination pursuant to Section 3(i) above, CC shall have no further obligation to ship any Cooling Accessories or other products to MP under any PO provided however that if MP has

fully paid for all undisputed amounts currently due under a PO CC shall nevertheless perform its obligations under such PO. The period of time following the effective date of termination during which MP exercises its rights under this Section 4 shall be referred to as the "Wind-Down Period."

5) **Product Exclusivity:**

In the Exclusive Territory, CC agrees it will not license or sell the Cooling Accessories (including any Cooling Accessory Derivatives thereof) that are designated as exclusive on Exhibit A or otherwise mutually agreed in writing to be "Exclusive Cooling Accessories" (collectively, the "Exclusive Cooling Accessories") to anyone other than MP during the Term, with the understanding that, to the extent expressly provided in Exhibit B or otherwise expressly agreed in writing by the parties, CC has the right to sell the Cooling Accessories that are not "Exclusive Cooling Accessories" ("Non-Exclusive Cooling Accessories") to vertically integrated companies as well as customers that are not Sports Distributors or retailers in the Sporting Channel for private label or CC-labeled versions of the Cooling Accessories. MP shall have a right of first notice and refusal to distribute any Cooling Accessory Derivatives and New Products developed by CC as provided for under Section 13. Following written notification by CC of such Cooling Accessory Derivatives and New Products, MP will have forty-five (45) days to provide the terms under which it wishes to distribute such Cooling Accessory Derivatives and New Prod-

ucts. Any New Product that does not have the same function as an Exclusive Cooling Accessory shall be treated as a Non-Exclusive Cooling Accessory unless the parties mutually agree in writing to add it to the list of Exclusive Cooling Accessories. If MP declines to make a good faith offer to distribute such Cooling Accessory Derivatives or New Products within such 45-day period, CC shall thereafter be free (subject to all the limitations in Section 6, including without limitation, the restrictions on sale in the Sporting Channel) to sell such Cooling Accessory Derivative or New Products to any third party in any territory or country; provided that such Cooling Accessory is not of comparable size and shape or function to any Exclusive Cooling Accessory (For example, CC would not be permitted to sell any Cooling Accessory Derivative, New Product or any other cooling product that functions as a towel, regardless of the size or shape of such product). If MP declines to make such a good faith offer, it shall not thereafter manufacture or have manufactured for it such Cooling Accessory Derivative or New Product without first providing CC with 45 days notice of the terms under which it proposes to have such Cooling Accessory Derivative or New Product manufactured and the opportunity for CC to match the terms under which MP is proposing to have such Cooling Accessory Derivative or New Product manufactured and (i) if CC agrees to match such terms in such 45 day period such Cooling Accessory Derivative or New Product shall be treated as a Cooling Accessory Derivative for all purposes hereunder and (ii) if CC

does not agree to match such terms in such 45 day period and such Cooling Accessory Derivative or New Product is a woven product (as opposed to a knitted product) MP shall not be subject to the sourcing obligations under Section 14 with respect to such Cooling Accessory Derivative or New Product. If MP does make such a good faith offer within such 45-day period, CC shall consider MP's offer in good faith but will not be obligated to accept such offer; provided that if CC does not accept MP's good faith offer it shall notify MP of any third party offer subsequently received to distribute such Cooling Accessory Derivatives or New Products and shall provide MP with a 45-day period in which to match any third party offer for such Cooling Accessory Derivatives or New Products and MP's offer shall be deemed accepted by CC if it matches the third party offer. Should MP's offer be accepted pursuant to the foregoing, then the applicable Cooling Accessory Derivative or New Product will become a Cooling Accessory hereunder for all applicable channels and this Agreement shall be amended to reflect the terms of such offer.

6) **Distribution Exclusivity and Collaboration:**

a) In the U.S. and elsewhere in the Exclusive Territory, CC agrees it will not sell any Cooling Accessories, New Products or Cooling Accessory Derivatives, directly or indirectly, through an agent or otherwise, to any retailer or other entity in the "Sporting Channel" (as such term is hereinafter defined) throughout the Term except in compliance with the following provisions of this Section 6. In addition,

both parties agree to use commercially reasonable efforts in good faith to finalize the structure, commission, plan and process associated with MP's representation of CC-branded apparel products to sporting goods and sport specialty retailers ("Sporting Channel"). So long as the parties have used such efforts, the failure to finalize same shall not constitute a breach hereof. For the avoidance of doubt, it is expressly understood that a retailer will be deemed within the Sporting Channel if fifty percent (50%) or more of such retailer's annual revenue is derived from sports and sporting goods supplies, including without limitation, any sports-related footwear (provided, however, that if the parties are unable to determine the actual revenues of an entity, reference shall be made the applicable percentage of its product catalogue offerings) and any retailer that qualifies as being within, or outside, the Sporting Channel as of the first day on which the initial sell-in period for an applicable product commences shall be grandfathered as such for the balance of the Term. CC agrees and acknowledges that no New Product, Cooling Accessory, Cooling Accessory Derivative or other cooling product will be directly or indirectly sold or distributed by CC or any agent or contractor of CC to any retailer or other entity in the Sporting Channel in the Exclusive Territory including sporting goods and sporting specialty retailer; provided, however that (so long as any apparel and Dr Cool products are not of comparable size and shape or function to the Exclusive Cooling Accessories) the foregoing restrictions shall apply with respect to apparel

and Dr Cool products only during the Restricted Period. The "Restricted Period" shall mean, with respect to Dr Cool products, the 6-month period following the date on which CC notifies MP in writing that the first such CC Dr Cool product is ready for shipping to retail distribution and, with respect to cooling products in the apparel category, the 12-month period following the date that CC notifies MP in writing that its first such cooling apparel product is ready for shipping to retail distribution. Following any such notice from CC, the parties shall work in good faith to agree upon reasonable, mutually acceptable sales success criteria, which must be established no later than sixty (60) days prior to the date on which such products are in stock and ready for shipment to retailers. Once the parties agree upon such mutually acceptable sales success criteria this Agreement shall be amended to reflect the terms of such agreement. If, following the exercise of such good faith efforts, the parties are unable to agree upon such mutually acceptable sales success criteria within such 60 day period, CC shall be free (following the mandatory 6 or 12 month Restrictive Period specified above, which shall apply regardless of whether the parties reach mutually acceptable sales criteria) to sell such products to Sporting Channel entities without restriction under this Section 6(a) provided that if MP disputes in good faith whether CC actually exercised such good faith efforts and initiates a Dispute Resolution process as set forth below, CC's right to do so shall be suspended until the resolution of such process. If the agreed upon criteria are met by MP during

the initial 6 (in the case of Dr Cool Products) and 12 (in the case of other cooling products) months of the Restricted Period (or during any extension of the Restricted Period), the Restricted Period shall be extended for an additional 6 or 12 months (as applicable). For the avoidance of doubt, the parties agree and acknowledge that the Restricted Periods may or may not run concurrently (due to different launch dates) and the extension of the Restricted Period for cooling products and in the apparel category and Dr Cool products shall be considered independently, making it possible for the Restricted Period to be extended for one without extending the other.

b) The parties agree to use commercially reasonable efforts during the first 60-90 days of the Term to devise a mutually agreeable distribution and sales strategy for the Running Specialty Channel that specifically addresses CC apparel/socks and MP/CC baselayer and socks. Specific topics to be discussed include distribution, segmentation, and rollout/launches within the Running Specialty Channel and the Sporting Goods Channel. The Running Specialty Channel is defined as retail stores with at least 95% of sales to runners. Provided that the parties use such efforts, the failure to agree upon such a strategy shall not constitute a breach of the terms hereof.

c) In addition to and without limiting the other exclusivity requirements hereunder, it is expressly agreed that MP will have exclusivity with respect to all Cooling Accessories (including Cooling Accessory Derivatives and New

Products) and other cooling products sold to or through: Lowe's Home Improvement, Home Depot, QVC, HSN, Shop NBC and Direct Response subject to the following provisions of this Section 6(c). For further clarity, neither CC nor its affiliates will be permitted to sell cooling products (including Cooling Accessories and New Products) (during the period of the Term in which MP has any exclusivity rights under Sections 5 and 6 hereof) to any of the foregoing retailers or their affiliates other than through MP. Notwithstanding the foregoing, it is agreed that CC's exclusivity obligations under this Section 6(c) shall expire with respect to Dr Cool Products (so long as the Dr Cool Products are not of comparable size and shape or function to the Exclusive Cooling Accessories) 12 months following the date on which CC notifies MP in writing that the first such Dr Cool Product is ready for shipping to retail distribution and, with respect to CC's cooling products in the apparel category (so long as the cooling products are not of comparable size and shape or function to the Exclusive Cooling Accessories), the 12 months following the date that CC notifies MP in writing that its first such cooling apparel product is ready for shipping to retail distribution. Following any such notice from CC, the parties shall work in good faith to agree upon reasonable, mutually acceptable sales success criteria, which must be established no later than sixty (60) days prior to the date on which such products are in stock and ready for shipment to retailers. Once the parties agree upon such mutually acceptable sales success criteria this Agreement shall be

amended to reflect the terms of such agreement. If, following the exercise of such good faith efforts, the parties are unable to agree upon such mutually acceptable sales success criteria within such 60 day period, CC shall be free (following the mandatory 12 month exclusive period specified above, which shall apply regardless of whether the parties reach mutually acceptable sales criteria) to sell those specific products (i.e., products with respect to which the parties have failed to agree upon acceptable sales success criteria) to those entities that are restricted under this Section 6(c) without restriction provided that if MP disputes in good faith whether CC actually exercised such good faith efforts and initiates a Dispute Resolution process as set forth below, CC's right to do so shall be suspended until the resolution of such process. If such criteria are met by MP, the exclusivity periods specified in this paragraph sentence shall be extended for additional 12-months periods, it being understood that such extensions shall be considered independently for CC's cooling products in the apparel category and the Dr Cool products.

7) **Cooperation and Further Assurances:**

CC agrees that (i) it shall take no actions to directly or indirectly frustrate its exclusivity obligations hereunder; (ii) CC shall fully cooperate with MP to ensure that no third parties take any actions that frustrate the purposes of the exclusivity provisions herein, and (iii) CC shall take such actions as are necessary to enforce CC's intellectual property rights and contractual rights against third parties. For the

avoidance of doubt, CC represents and warrants that it has the right to enter into this Agreement and that it is not subject to any agreement with any other party that conflicts with CC's obligations hereunder or which would otherwise frustrate the purposes of this Agreement. Without limiting the foregoing, CC represents and warrants that any agreement CC previously has executed with Grabber (or its affiliates) has been terminated and Grabber and its affiliates have no further rights to sell or distribute additional inventory or fulfill any product orders for any products supplied directly or indirectly by or through CC or its affiliates. CC further agrees to take all actions necessary to ensure that its affiliates and any other related entities or representatives are bound by and will adhere to the terms of this Agreement.

8) **Minimum Guarantees/Forecasts/Co-op:**

MP's product exclusivity rights as delineated in Sections 5 and 6 above (the "MP Exclusivity") will continue throughout the Term subject the following requirements (and the termination rights herein) but may be terminated (as provided below) if MP fails to comply with such requirements. For the avoidance of doubt, once terminated, MP's exclusivity rights under this Agreement shall not be restored without an express written agreement of the parties to that effect:

a) MP's combined purchases (of any kind, regardless of product type, price, branding, or other characteristics) from CC must ex-

ceed 2,100,000 units by 12/31/2014, of which no fewer than 625,000 units must be purchased no later than 3/1/2014 ("Initial Minimums"). Subject to MP achieving the Initial Minimums, MP shall be entitled to the MP Exclusivity throughout the Initial Term. MP further agrees that of the initial 2,100,000 units to be purchased by MP, no fewer than 500,000 units will be woven style (as opposed to knit style).

b) For any Renewal Term MP may (as provided below) lose the MP Exclusivity if during the prior Contract Year it purchases less than $10 Million in CC products (the "Continuing Minimums").

c) If MP does not meet the Initial Minimums or Continuing Minimums (collectively, the "Minimums"), CC will continue to produce Cooling Accessories for MP on a non-exclusive basis. (For the avoidance of doubt and without limiting the MP Exclusivity, it is expressly understood that MP shall always maintain, during the Term hereof and the Wind-Down Period, the non-exclusive worldwide right and license to distribute, sell and otherwise exploit the Cooling Accessories and Cooling Accessory Derivatives for which the MP Exclusivity does not apply (or does not apply in an applicable territory, subject only to any CC branding restrictions under the ReYs Agreement). Other than the loss of MP Exclusivity, there shall be no penalty (and MP shall not be deemed in breach of the Agreement) due to any failure to meet the

Continuing Minimums. In the event that CC believes that MP has not met the Initial Minimums or the Continuing Minimums, CC shall immediately provide written notice of such alleged failure to MP and MP shall have the right to dispute any alleged failure. Any actual failure to meet the Initial Minimums may be deemed a material breach of the Agreement by MP, unless MP agrees to purchase units equal to any such shortfall (i.e., the difference between the Initial Minimums and the actual units purchased) within 30 days of written notice of such breach. For further clarity, in no event will MP lose the MP Exclusivity, be deemed in breach or be deemed to have failed to have met the Minimums in the event that MP is unable to satisfy the Minimums due to an act or omission of CC or its agents, contractors or suppliers. Further, CC and MP mutually agree that MP's obligations with respect to the Minimums are contingent upon timely delivery of all products ordered by MP. If CC or its agents cannot deliver or cannot deliver on a timely basis, MP shall not lose the MP Exclusivity and (without limiting MP's other rights and remedies) the Minimums will be adjusted and/or renegotiated accordingly.

d) Prior to May 1 in any Contract Year, MP will (following written request from CC) provide CC with a good faith estimate of MP's contemplated purchases of Cooling Accessories during the next two Contract Years and prior to the end of the then-

current calendar year, shall submit a PO for not less than 30% of the forecasted purchases for the next Contract Year. MP further agrees to make good faith efforts to work with CC during the first 90 days of the Term to create a preliminary forecast for MP's total woven style purchases over the first two Contract Years.

e) In the event that MP purchases more than $12 Million in CC products during any Contract Year, CC will contribute 5% of the amount purchased by MP in such Contract Year towards a mutually agreed co-op marketing program. For clarity, such amounts shall be contributed and spent in a mutually agreed manner prior to the end of the following Contract Year.

9) **Supply, Production and Inspection:**

a) CC and MP shall comply with each purchase order ("PO") submitted by MP, and in this connection CC shall make arrangements to secure a timely delivery no later than one-hundred twenty (120) days after receipt of MP's PO or such other period may be agreed by the parties. Unless otherwise agreed in writing with specific reference to the agreed upon clauses being changed, PO's shall be in the form of Exhibit C hereto. CC shall take all necessary steps, in accordance with MP's requirements, to ensure an uninterrupted supply of Cooling Accessories and other products to MP, and shall use its commercially reasonable good faith efforts to provide the

products to MP in a timely manner, without delay, interruption or slow-downs. Except as otherwise expressly agreed by the parties, Cooling Accessories and other products shall be delivered to MP in finished form, fit for sale to consumers. CC shall notify MP in writing no less than ninety (90) days in advance of any anticipated delays in production and/or shipping that may impact any product's availability, delivery, quantity and/or quality. CC shall also notify MP no less than one-hundred twenty (120) days in advance of any proposed changes in Cooling Accessories or other products that would materially alter the nature, quality, durability, size, composition, style, performance, functionality or character of such products, it being understood that such changes shall not be made without MP's prior written approval. Moreover, upon notice of the proposed change, and without limiting MP rights under any applicable cancellation provisions, MP will have the right to cancel the subject PO without recourse to CC, notwithstanding any other provision to the contrary. In addition, CC shall provide MP at least sixty (60) days prior written notice of any proposed changes in CC's premises or any premises used in the production, supply and/or distribution of Cooling Accessories or other products after the Effective Date.

b) MP and its agents shall have the authority to enter upon CC's premises or any premises used in the production, supply or dis-

tribution of Cooling Accessories or other products purchased hereunder for the purposes of inspection for determining compliance with the terms of this Agreement. This right to inspection may only be exercised twice per Contract Year and upon 30 days prior written notice and includes, but is not limited to, the right to inspect the workforce, employee records, equipment, production runs or the procedures used by CC in manufacturing or having manufactured products to assure compliance with CC's obligations under this Agreement or any pertinent laws, orders or decrees applicable to CC, MP, MP customers and any product. In the event that CC is not in complete control of the premises in question, CC agrees that it will obtain all necessary and proper consents that will allow MP and its agents to exercise the rights set forth in this paragraph. CC will produce such consents upon request by MP or its agents. Neither inspection by MP nor the lack of any such inspection shall alleviate CC's obligation to comply with all applicable laws and standards, orders or decrees or be viewed as MP acquiescence to any non-compliance by CC. Without limiting the foregoing, upon MP's request, CC will promptly provide all applicable Export Administration Regulation product classifications and supporting documentation for the Products, including, without limitation: Certificates of Origin (General Use, NAFTA, and/or other trade agreement(s)), Export Control Classification Numbers

("ECCN's"), U.S. Customs Classification number, export license information, and "Schedule B" (export) and Harmonized Tariff Schedule (import) codes.

10) Pricing:

a) CC agrees to provide MP with Finished Goods pricing as found in Exhibit D, it being understood that Exhibit D shall be completed and updated as soon as possible (and in no event later than 30 days) following the Effective Date. In particular, CC will provide pricing with respect to the "TBD" items on Exhibit D - i.e., the baselayer shirt, socks, wristbands, body towels, medium towels and yoga mat—within 30 days (in the case of towels) and 90 days (in the case of baselayer shirts, socks, wristbands and yoga mats) of the date this Agreement has been executed by both parties. Further, CC agrees that in addition to the pricing already provided for Finished Goods with secondary packaging FOB NJ, pricing will be provided for all remaining columns on Exhibit D, i.e. Finished Goods with secondary packaging FOB China, and pricing without secondary packaging (both FOB NJ and FOB China), which pricing shall be less than the corresponding pricing on Exhibit D with secondary packaging and shall reflect a deduction of the actual costs incurred by CC in connection with the secondary packaging. For clarity, following the Effective Date, any changes to the SRP will not affect the pricing paid to CC hereunder, which shall continue to be based

on the figures in Exhibit D (as completed and updated pursuant to the terms of this paragraph). "Finished Goods" means that the applicable Cooling Accessory contains all attributes that are necessary to enable such Cooling Accessory to be completely ready for sale to end consumer, including all the components, primary and secondary packaging, shippers, packers and final pack-out of the Cooling Accessory in each case as specified by MP, including without limitation, as indicated in the applicable PO term. The parties expressly agree to review the pricing set forth in Exhibit D at the end of the Initial Term and at the end of each Renewal Term and in good faith consider appropriate price increases based on increases in the costs of raw materials and based on changes in market dynamics.

b) As between MP and CC, any and all taxes, fees, imports or stamps required to be paid or collected under the laws of any local, state, federal or foreign jurisdiction, whether in the United States or any foreign country, relating to the manufacture, distribution, sale or export of products, other than taxes based on MP income or the retail sale of products by MP to its customers, shall be the responsibility of, and promptly paid or remitted by, CC to the appropriate governmental authority. In the case of products (if any) that are imported by entities other than MP, CC shall be responsible for and shall pay any U.S. excise taxes relating to the manufacture,

storage, use, and sale of the products by CC.

c) At no time during the Term of this Agreement shall CC sell Cooling Accessories provided hereunder to any entity on terms more favorable than those offered and/or otherwise made available to MP, including, without limitation, with respect to the applicable price and payment terms, program support, growth or sales initiatives, warranties, allowances, rebates, co-op advertising and incentives, provided that the foregoing restriction shall only apply to entities purchasing comparable amounts (or less) of the applicable Cooling Accessories. If, at any time during the Term of this Agreement, CC sells any Cooling Accessories to an entity other than MP on terms that are more favorable than those offered and/or otherwise made available to MP in violation of the terms of the foregoing sentence (a "Triggering Event"), CC shall immediately (a) notify MP and (b) enter into an amendment to the applicable PO(s) and, if applicable, this Agreement, to provide MP with terms that are at least as favorable as such other terms. Such amendment(s) shall apply to all purchase POs, effective as of the date of the Triggering Event.

11) Branding and Testing Procedures:

a) MP agrees to use commercially reasonable efforts to include CC branding on primary, secondary and merchandising of Cooling

Accessories within MP, irrespective of source for the Cooling Accessories, but dependent on lead times and mutual agreement by both parties. Exact placement, size and treatment of the CC branding will be mutually agreed upon, but shall be substantially similar to the CC branding depicted on Exhibit E, unless otherwise agreed in writing by the parties. Both parties agree to work together on determining the appropriate branding for cooling accessories manufactured at the MP factory, it being understood that the parties will use all reasonable efforts to reach agreement on such branding within the first 15 days of the Term. For the avoidance of doubt and notwithstanding any other provision herein to the contrary, once MP obtains CC's written approval on use of CC trademarks and other branding elements on any products or materials further approval shall not be required with respect to any products or usages that are similar to those approved previously. For clarity, it is expressly understood that notwithstanding any other provision herein to the contrary, MP shall have the right in its sole discretion to determine which, if any, of its Marks (as defined below) are used in connection with branding, selling, distributing or otherwise exploiting the Cooling Accessories and whether any third party Marks will be used in connection with the Cooling Accessories. The requirements under this paragraph shall expire upon the one-year anni-

versary of either party's issuance of any notice to terminate without cause.

b) In the event that MP requires approval testing of Cooling Accessories or Cooling Accessory Derivatives in addition to those tests that CC would normally perform on its own behalf, CC shall pay for such additional testing to the extent that it involves wear testing or substantiation of cooling claims that CC has made for such products, it being understood that CC must provide it least one substantiated wear claim and one substantiated cooling claim. All other testing requested by MP shall be paid for by MP.

12) Marketing:

Following the Effective Date, MP agrees to use commercially reasonable efforts to include CC branding on substantially all new cooling-specific merchandising signage and fixtures for 2013 and throughout the Term to be presented in a consistent manner with the branding found on the MP packaging. The requirements under this paragraph shall expire upon the one-year anniversary of either party's issuance of any notice to terminate without cause.

13) New Product Development:

CC agrees to use commercially reasonable efforts to launch no fewer than 3 new products per Contract Year as Cooling Accessory Derivatives that are substantially distinct from those set forth on Exhibit A ("New Products"), as well as introduce no fewer than 2 new colors

per Contract Year for all existing Cooling Accessories from the prior year portfolio ("Cooling Accessory Derivatives"). For clarity, in the event that MP and CC launch more than 3 New Products that were proposed by CC in a Contract Year, then CC's obligations to present and launch New Products in the following Contract Year shall be reduced in a corresponding manner (i.e., if the parties launch 4 New Products in a Contract Year, CC's obligation will be to launch no fewer than 2 New Products in the next Contract Year). CC agrees to use commercially reasonable efforts to update existing Cooling Accessories every 3 years. For the avoidance of doubt, the baselayer shirt, socks and yoga mat will serve as the three New Products for the first Contract Year.

14) **Sourcing:**

CC and MP acknowledge and agree that MP will continue to obtain certain cooling products from its own sources during the Term. Notwithstanding the foregoing, MP agrees that it will purchase no less than the following percentages (based on units) of its non-chemical, textile-based woven products from CC sources for distribution within the Exclusive Territory, unless additional purchases from MP sources are necessary due to demand exceeding supply available from CC's factory: 35% in 2014 and 50% in 2015 and thereafter. MP further agrees not to source or buy any of the Cooling Accessories provided by CC hereunder (or Cooling Accessories that are substantially similar in shape or size) whether from MP's factory or from any other source, except for (i) its current

non-chemical, textile based woven products MP currently buys from such factory and (ii) any woven products that MP has in development as of the Effective Date as listed on Exhibit B hereto. Notwithstanding the foregoing, the sourcing restrictions in this Section shall not apply (a) during any Contract Year in which CC or MP has issued a notice of termination hereunder or any Contract Year thereafter, and (b) during all Contract Years following any Contract Year during which CC was unable to fulfill a material number of units of Cooling Accessories under any MP PO or (c) to any new woven products or customized versions of existing woven Cooling Accessories that are proposed by MP and as to which MP has provided CC with not less than 45 days notice of the terms under which MP's factory or any other factory is willing to manufacture such woven product and CC has declined to match such terms within such 45 day period. Further, both parties agree to use commercially reasonable good faith efforts to have MP or its sourcing agent request that CC raw material be purchased by MP factory for annual runs of appropriate Cooling Accessories and, most specifically, MP's non-chemical, textile-based woven products, in Contract Year 2 (i.e. calendar 2014 deliveries) and thereafter. For the avoidance of doubt, CC acknowledges that MP utilizes the services of a sourcing agent in China and CC agrees to use commercially reasonable efforts to cooperate with MP's sourcing agent to effectuate the purposes of this Agreement, including without limitation by providing MP's sourcing agent with access to facilities and records in

China. CC understands and agrees that MP's arrangement with MP's sourcing agent is exclusive and CC will honor the exclusive nature of that relationship. Further, CC shall have the right (not more often than once per Contract Year) and upon not less than 30 days prior written notice to inspect the relevant books and records of MP to verify compliance with the terms of this Section 14 relating to sourcing by MP only. Notwithstanding the foregoing, if MP terminates this Agreement without cause, MP agrees that in the 12 months following MP's issuance of such a termination notice, MP will purchase no less than 66% of its knit Cooling Accessories distributed within the Exclusive Territory from CC sources, unless additional purchases from MP sources are necessary due to demand exceeding supply available from CC's factory; provided that this sourcing requirement will 1) only apply during the 12-month period following notice of termination by MP without cause and not thereafter and 2) will apply only to the extent that during the 12 months prior to receipt of the termination notice, CC was able to supply all Cooling Accessories ordered by Mission (which orders were accepted by CC) in a timely manner and in accordance with this Agreement and applicable POs.

15) **Intellectual Property:**

a) For purposes of this Agreement "Intellectual Property Right and Intellectual Property Rights" means (a) all copyright rights under the copyright laws of the United States and all other countries for the full

term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), whether registered or unregistered, including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression; (b) all rights to and under all new and useful, patentable and unpatentable inventions, discoveries, designs, technology and art, including, but not limited to, all improvements thereof and all know-how related thereto, including all letters patent and patent applications in the United States and all other countries (and all letters patent that issue therefrom) and all reissues, reexaminations, extensions, renewals, divisions and continuations (including continuations-in-part and continuing prosecution applications) thereof, for the full term thereof; (c) all statutory and common law trademark and service mark rights and the goodwill associated therewith, and all applications and registrations to issue therefrom under all intellectual property laws of the United States, each U.S. state, and all other countries for the full term and any renewals thereof ("Marks"); (d) Internet domain names and applications therefor and URLs ("Domain Names"); (e) electronic or other databases to the extent protected by intellectual property or other law in any jurisdiction;

(f) all trade secrets; (g) all Confidential Information; (h) know-how; and (i) all worldwide intellectual property rights, industrial property rights, proprietary rights and common law rights, whether registered or unregistered, not otherwise included in the foregoing, including, without limitation, all trade dress, algorithms, concepts, processes, methods and protocols.

b) "CC Property" shall be defined as all products (including without limitation the Cooling Accessories), personal products, inventions, designs, discoveries, improvements, innovations, ideas, drawings, images, works of authorship, formulas, methods, techniques, concepts, configurations, compositions of matter, packaging, labeling, software applications, databases, computer programs as well as other creative content, methodologies and materials in existence prior to this Agreement (or created outside the scope of this Agreement) or developed or provided by CC hereunder and all Intellectual Property Rights with respect to any of the foregoing, excluding any materials provided by MP. It is understood and agreed that CC shall be under no obligation to share with or provide to MP any CC Property except as specifically called for under this Agreement. Excluding those elements of the CC Property consisting of Marks, Domain Names, CC hereby grants MP and its agents and contractors a non-exclusive, irrevocable, royalty-free, fully paid-up, perpetual, worldwide, fully-

transferable license, with the right to sublicense (through multiple tiers), use, reproduce, modify, and create derivative work based on and otherwise freely exploit the CC Property in any manner for the benefit of MP, its licensees and other third parties (collectively "MP Licensees"). Excluding those elements of the CC Property consisting of Marks or Domain Names or any claims relating thereto but without otherwise limiting the foregoing, (i) MP will have the right to use for any and all purposes the CC Property, including any ideas, methods, techniques, materials and information, including any Intellectual Property Rights therein, provided to or otherwise obtained by MP as a result of this Agreement, without restriction, liability or obligation and (ii) CC hereby releases MP Licensees from all claims based on CC's patent, copyright, trade dress or other Intellectual Property Rights that arose prior to this Agreement (including, notwithstanding any provision herein to the contrary, any claims relating to Marks that arose prior to this Agreement) or that arise during or after the term of this Agreement.

c) "MP Property" shall be defined as all products, personal products, inventions, designs, discoveries, improvements, innovations, ideas, drawings, images, works of authorship, formulas, methods, techniques, concepts, configurations, compositions of matter, packaging, labeling, software applications, databases, computer programs

as well as other creative content, methodologies and materials in existence prior to this Agreement (or created outside the scope of this Agreement) or developed or provided by MP hereunder and all Intellectual Property Rights with respect to any of the foregoing, excluding any materials provided by CC. It is understood and agreed that MP shall be under no obligation to share with or provide to CC any MP Property except as specifically called for under this Agreement. Excluding those elements of the MP Property consisting of Marks or Domain Names or any MP Property relating to any MP athletes or other talent or third party or any claims relating to any of the foregoing, (i) CC will have the right to use for any and all purposes relating to cooling products the MP Property, including any ideas, methods, techniques, materials and information and any Intellectual Property Rights therein, provided to or otherwise obtained by CC as a result of this Agreement, without restriction, liability or obligation and (ii) MP hereby releases CC Licensees from all claims based on MP's patent, copyright, trade dress or other Intellectual Property Rights that arose prior to this Agreement or, to the extent within the scope of the licenses granted herein, that arise during or after the term of this Agreement. Further, and notwithstanding anything to the contrary set forth in this Agreement, in the event of a termination of this Agreement pursuant to Section 3(i) or (ii) CC shall negotiate in good

faith with MP (for a period of not less than 90 days following any such termination) with respect to the disposition (including sale to MP or destruction) of any products that MP had ordered and that CC had manufactured. If, following such 90 day period, the parties have been unable to mutually agree upon the disposition of such products, then for a period of 6 months thereafter, CC shall have the right, using the MP Property (as previously affixed to or integrated in the products), to dispose of any products that MP had ordered and that CC had manufactured anywhere to anyone.

d) During the Term of this Agreement and the Wind-Down Period, CC grants to MP a non-exclusive, non-transferable, limited license, which shall expire upon the termination of this Agreement except as necessary to allow either party to exercise its rights during the Wind-Down Period, to use its Coolcore trademark and logo (as well as any other Marks licensed hereunder) for the limited purpose of performing its obligations hereunder, exercising its rights and promoting the purposes of this Agreement as contemplated herein, in each instance so long as not done by MP in a (i) disparaging or inaccurate manner or (ii) manner which is inconsistent with the terms of this Agreement. MP shall comply with any written trademark guidelines that CC provides in writing in advance. In addition, each party shall have the right to review and approve all uses of its Marks by the

other party, except for those pre-approved uses by MP as specified above. Neither party will create a unitary composite mark involving a Mark of the other party without the prior written approval of the other party. Each party will display trademark symbols and proprietary notices in connection with its use of the other party's Marks in connection with this Agreement as may be reasonably requested and provided by the other party. Each party acknowledges the other party's right, title, and interest in and to its Marks and agrees that all use of the other party's Marks in connection with this Agreement will inure to the benefit, and be on behalf, of the other party and neither party shall attempt to register or otherwise cancel, interfere, or contest the other party's rights in and to its intellectual property and trademarks. For avoidance of doubt, each party acknowledges that its use of the other party's Marks will not create in it, nor will it represent that it has, any right, title, or interest in or to such Marks other than the limited licenses expressly granted herein. Except as otherwise agreed, the rights granted to MP under this paragraph are granted on a worldwide, provided that MP shall not have the right to use CC's Marks in any jurisdiction within the ReYs Territory. Notwithstanding any other provision herein, the rights granted to MP under this Section shall continue throughout the Wind Down Period.

e) It is not the parties' intention to create any jointly owned Intellectual Property Rights hereunder. Rather, the parties intend that all Intellectual Property Rights should be categorized as either MP Property or CC Property and licensed pursuant to the terms herein.

f) Each party agrees to execute or cause its agents and/or employees to execute any documents necessary or desirable to secure or perfect the other party's legal rights and worldwide ownership in such other party's Intellectual Property Rights (e.g., the CC Property in the case of CC and the MP Property in the case of MP), including, but not limited to documents relating to patent, trademark and copyright applications, transfers or assignments.

g) During the Term, MP agrees that it shall not (nor will it direct any of its agents to) attempt to reverse engineer any trade secret information relating to the proprietary chemical compositions or proprietary product weaves of CC Cooling Accessories; provided that the foregoing restriction shall not apply during any Contract Year (or for any period of time thereafter): (i) in which either party has issued a notice of termination hereunder or (ii) in which total purchases by MP of Cooling Accessories hereunder has declined from the prior Contract Year. For the avoidance of doubt, CC recognizes that MP may require information regarding the chemical composition or proprietary product weaves of CC prod-

ucts, including without limitation, due to retailer or regulatory inquiries, and CC shall fully cooperate in providing such information upon MP's request.

16) Payment Terms:

Unless otherwise agreed in writing, during the first 6 months of the Term payment terms are as follows: 15% upon issuance of a PO by MP, 20% upon shipping from China port (or other mutually agreed port) and 65% net 30 from arrival at US port. For the remainder of the Term (including any Wind Down Period) payment terms are as follows: 10% upon issuance of a PO by MP, 15% upon shipping from China port (or other mutually agreed port) and 50% net 30 from arrival at US port and 25% net 60 from arrival at US port. All percentages are calculated based on the total amount of the corresponding PO.

17) Expenses:

Each party shall be responsible for their own expenses incurred in connection with this transaction.

18) Restrictive Covenants:

Each party acknowledges that the other party's employees, sourcing agents and sources of supply (collectively, "Restricted Parties") are a valuable assets of such party. Accordingly, each party agrees that during the period of time dating from the Effective Date through two (2) years after the effective date of termination of this Agreement, such party shall not, directly or indirectly, recruit or solicit, or em-

ploy, engage as a consultant or supplier, or otherwise retain, any of the other party's Restricted Parties who are involved in the performance of this Agreement. Each party agrees that the other party's remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

19) Equity Participation:

In addition to the other consideration provided to CC under this Agreement, CC will receive a warrant to purchase common shares of MP in the form attached hereto as Exhibit F (the "Warrant"). The exercise of such Warrant will not terminate or otherwise affect CC's obligations hereunder.

20) Representations/Warranties and Indemnities:

a) Each party represents and warrants to the other party that: (i) it has sufficient expertise and experience to perform its obligations hereunder; (ii) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (iii) the execution of this Agreement and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound.

b) CC further represents and warrants to MP that: (i) all information CC provides to MP

is and will be true and correct, including without limitation all testing and substantiation relating to its products and product claims; (ii) CC's entering into this Agreement and the performance of CC's obligations hereunder will not conflict with or be prohibited or restricted by any agreements or commitments with third parties (iii) title to Cooling Accessories and other products delivered to MP or its designees will be free of all liens, claims, debts, and rights of third parties; (iv) the Cooling Accessories and other products delivered to MP or its designees will be genuine and not adulterated, misbranded, or mislabeled; (v) the Cooling Accessories and other products delivered will not infringe upon any Intellectual Property Rights (as defined above), and CC is the owner of, or is licensed to authorize MP to use, all Intellectual Property Rights associated with the Cooling Accessories and other products delivered; (vi) the Cooling Accessories and other products delivered will not be subject to any import quota, restriction, rule or regulation preventing the importation or sale of the same or any component thereof, (vii) the Cooling Accessories and other products delivered will be new and not used, remanufactured, or reconditioned (unless otherwise stated in the PO), of consistent kind and quality, and free from all defects in material and workmanship (provided that MP shall notify CC within 30 days after receipt if it determines that any product is defective); (viii) the Cooling Accessories and other

products delivered will be safe and appropriate for the purpose for which goods of that kind are normally used; (ix) the Cooling Accessories and other products delivered and all materials provided to MP in connection with the marketing, promotion, distribution, and sale of the same, including, without limitation, packaging, labeling, and advertising materials for such Cooling Accessories and other products delivered, have been produced in compliance with all applicable federal, state and local laws, regulations, rules, guidelines, ordinances and standards as well as all retailer requirements (collectively "Requirements") in all locations throughout the "Territory" (as defined below), and neither the Cooling Accessories or other products delivered to MP nor their purchase or sale by MP will violate or fail to meet any such Requirements; and (x) the Cooling Accessories and other products delivered may be re-sold by MP and its affiliates in any location in which MP has the right under this Agreement to market, sell, or distribute such goods (the "Territory"). EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CC's PRODUCTS AND CC EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE. EXCLUDING ITS

INDEMNITY OBLIGATIONS, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT AND MATTERS WITHIN THE SCOPE AND MONETARY LIMITATIONS OF ANY INSURANCE COVERAGE REQUIRED HEREUNDER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

c) Subject to the foregoing, CC shall defend, indemnify, and hold MP and MP's affiliates and MP's and MP's affiliates' distributors, retail partners and licensees harmless from and against all claims, expenses, liabilities, losses, and damage, including reasonable attorney's fees, resulting from, or arising in connection with, (i) any breach of this Agreement, including any failure of the Cooling Accessories and other products delivered to conform in any respect to the representations, warranties and covenants contained in any part of this Agreement, (ii) the failure of the Cooling Accessories and other products delivered to meet label claims or MP's quality control standards, (iii) the sale, purchase, or use of the Cooling Accessories and other products delivered by or through CC or (iii) intellectual property infringement and misappropriation

claims based on the products, and (iv) CC's negligence.

d) MP shall defend, indemnify, and hold CC and CC's affiliates and their respective employees, agents and licensees harmless from and against all third party claims, expenses, liabilities, losses, and damage, including reasonable attorney's fees, resulting from, or arising in connection with, (i) MP's negligence, (ii) the unauthorized promotion, sale, purchase, resale, or use of the products or any litigation or threatened litigation based thereon, and (iii) all intellectual property infringement and misappropriation claims based on the unauthorized use of the products or based on any content and materials provided by MP.

e) Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor, the indemnitee will promptly notify the indemnitor of the existence of such claim and will give the indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The indemnitee will make available to the indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. An indemnitee will not make any settlement of any claims that might give rise to liability of an indemnitor

without the prior written consent of the indemnitor.

f) Without limiting MP's rights to terminate any affected PO and obtain a refund of all amounts paid thereunder for suspended delivery, CC shall be excused from delay or non-performance in the delivery of any PO if and to the extent such delay or failure is caused by the following occurrences to the extent beyond the control of CC : acts of God; war, acts of terrorism, riots and civil disturbances; or expropriation or confiscation of facilities CC shall promptly notify MP of the existence of any such force majeure condition as soon as practicable and the anticipated extent of the delay or non-delivery. CC shall, in such event, have the right to allocate available products among its customers in its sole discretion

21) Insurance:

CC shall acquire and maintain at its sole cost and expense throughout the Term of this Agreement and any renewal of this Agreement, and for a period of one (1) year following the termination or expiration of this Agreement, commercial general liability insurance, including product liability and completed operations, advertising injury/personal injury and contractual liability coverage, underwritten by an insurance company on an occurrence form with an AM Best's rating of at least A-/VIII and authorized to do business in the United States. Such insurance coverage shall be primary and non-contributory for the benefit of

MP, contain a waiver of subrogation for additional insureds and provide coverage with limits of not less than $1,000,000 per occurrence and an annual general aggregate of not less than $2,000,000 and a products/completed operations aggregate of not less than $2,000,000 (which can be satisfied through a combination of primary and umbrella policy limits) and shall contain an endorsement by which the insurer extends the coverage thereunder to the extent necessary to include the contractual liability of CC arising by reason of the indemnity provisions set forth in this Agreement. All insurance policies shall name CC as a named insured and shall include MP as an additional insured. Insurance coverage represented by these policies shall provide coverage with respect to all products manufactured, sold and/or distributed by the CC. All insurance policies shall include a provision which provides that notice be given to MP at least thirty (30) days prior to cancellation of the policies. Insurance policies shall not contain cross-claim, cross-suit, or other such exclusion clauses which would preclude additional insured parties from instituting causes of action against other insureds under the policy or which would otherwise limit coverage of additional insureds. Certificates issued by CC's insurance company or companies evidencing the insurance required by this Section shall be provided to MP prior to the date on which CC first delivers products to MP and annually thereafter.

22) Confidentiality.

During the Term of this Agreement and after the expiration or termination of this Agreement, each party shall keep confidential, and shall require such party's officers, directors, employees, and agents to keep confidential, all non-public proprietary information of the other party, including (i) any information specifically identified by either party prior to disclosure as being confidential information, (ii) plans and data concerning products, prices, marketing, sales, customers, and (iii) technical or business matters. Disclosure of such confidential information shall be made by either party only to those of such party's employees, legal and financial advisors, representatives, investors and agents who have need to know such information in order to carry on the purposes of this Agreement and who have agreed in writing to abide by confidentiality requirements at least as restrictive as those set forth in this Agreement. A breach or threatened breach of this paragraph by the receiving party may cause irreparable harm and injury to the disclosing Party for which money damages are inadequate. In the event of such breach or threatened breach, the disclosing party shall be entitled to seek injunctive relief, in addition to all other available remedies, without the requirement of posting a bond or any other security.

23) Purchase Orders:

The parties agree and acknowledge that all products to be purchased hereunder by MP shall be purchased pursuant to the PO terms

set forth on Exhibit C hereto and those PO terms shall govern the purchase of such products. For clarity, and notwithstanding any other provision to the contrary, to the extent of any conflict or variation between the terms of this Agreement and the terms of any PO, the terms of the PO as set forth in Exhibit C shall apply in addition to and not in lieu of this Agreement, it being understood that the terms of this Agreement shall prevail in the event of any conflict or variation with any PO terms not set forth in Exhibit C; provided, however, that notwithstanding the foregoing, the parties may agree to alter the express written terms of any PO (i.e., the terms set forth in Exhibit C) if either party shall have notified the other in writing of a specific change requested in writing expressly calling out such alteration, and the other party shall have accepted such alteration in writing specifically responding to such requested alteration, in which case such altered terms shall prevail over the terms of this Agreement.

24) Amendment, Modification and Assignment:

This Agreement may be amended, modified, or supplemented only by a written agreement signed by each of the parties. This Agreement may be transferred or assigned in whole or in part by operation of law or otherwise by either party without the prior written consent of the other (a) in the event of any change of control or sale of such party to an affiliate or third party that assumes control of such party or (b) in the event of a sale by a party of substantially all the assets of such party (or substantially all

the assets relating to any Cooling Accessories hereunder), to the party acquiring such assets.

25) Governing Law; Jurisdiction:

The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the state of New York without regard to its conflicts rules. Subject to and without limiting the requirements of Section 26 below (Dispute Resolution), any claims hereunder shall be brought in a state or federal court venued in New York, New York.

26) Dispute Resolution:

(a) Any and all disputes arising under or related to this Agreement (including, but not limited to, disputes related to the applicability or enforceability of this Section) that cannot be resolved through negotiations between the parties shall be submitted to non-binding mediation according to this Section. Completion of such mediation shall be a condition precedent to bringing any action pursuant to this Agreement. If the parties fail to reach a settlement of their dispute within fifteen (15) Business Days after the earliest date upon which one of the parties notified the other(s) in writing of a desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to mediation by a single mediator chosen by the mutual consent of MP and CC. If MP and CC cannot agree on a single mediator, the mediation shall be held before a panel of three mediators, one to be

selected by MP, one to be selected by CC, and the third by agreement of the two mediators selected by the parties. The mediation shall take place in New York, New York. The English language shall be used throughout the mediation. The obligation of the parties to submit any dispute arising under or related to this Agreement to mediation as provided in this Article shall survive the expiration or earlier termination of this Agreement.

(b) If the parties fail to reach an agreement through the aforementioned mediation process, any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The place of arbitration shall be New York, New York. The award may be made a judgment of any Court of competent jurisdiction. The arbitrator is not authorized to award either party any consequential, indirect, exemplary or punitive damages.

(c) Notwithstanding any of the foregoing, either party may seek and obtain an injunction or other appropriate relief from a court to preserve the status quo with respect to any matter pending conclusion of the mediation, but no such application to a court of law or equity shall in any way be permitted to stay or otherwise impede the progress of the mediation.

27) Severability:

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

28) Counterparts/Execution Date:

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. Furthermore, facsimile copies shall be deemed the same as originals. This Agreement shall be deemed fully executed and effective when all parties have executed at least one of the counterparts ("Execution Date"), even though no single counterpart bears all such signatures. With respect to matters not already mutually agreed, to the extent that the Agreement requires the parties to mutually agree (or attempt to mutually agree) on particular matters on or before a certain number of days from the commencement of the Term, the parties agree and acknowledge that such references will be understood to mean an equivalent number of days from the Execution Date rather than the commencement of the Term.

29) Notices:

All notices or other communications hereunder shall be in writing and shall be deemed to be given or made when received by overnight courier, U.S. mail, registered or certified, first class, postage prepaid, or confirmed facsimile

or email (and in the case of facsimile or email, with a copy via one of the aforementioned forms of delivery promptly thereafter) to the following address or addresses or such other address or addresses as either Party may designate in writing to the other in accordance with this Section:

If to CC:

Tempnology, LLC
Attention: Justin Cupps and Richard Ferdinand
210 Commerce Way, Suite 100
Portsmouth, NH 03801
Fax: 603-570-4920
E-mail: JCupps@coolcore.com<mailto:
JCupps@coolcore.com
RFerdinand@coolcore.com<mailto:
RFerdinand@coolcore.com

If to MP:
Josh Shaw
Founder / President
MISSION PRODUCT HOLDINGS, INC.
390 5th Avenue, Suite 804
New York, NY 10018

F: 419.793.9145
Email: josh@missionatheletecare.com

30) Survival:

Those provisions herein which by their nature survive termination shall so survive, including without limitation, Sections 4, 15, 18, 20, 22, 25, 26, 29, and 30.

ACCEPTED AND AGREED as of
The date first written above:

Tempnology, LLC (d/b/a Coolcore)	**Mission Product Holdings, Inc.**
By: [Signature]	By:
Name: Justin Cupps	Name: Josh Shaw
Title: President	Title: President

Fax: 603-570-4920
E-mail: JCupps@coolcore.com<mailto:
JCupps@coolcore.com
RFerdinand@coolcore.com<mailto:
RFerdinand@coolcore.com

If to MP:
Josh Shaw
Founder / President
MISSION PRODUCT HOLDINGS, INC.
390 5th Avenue, Suite 804
New York, NY 10018

F: 419.793.9145
Email: josh@missionatheletecare.com

30) Survival:

Those provisions herein which by their nature survive termination shall so survive, including without limitation, Sections 4, 15, 18, 20, 22, 25, 26, 29, and 30.

ACCEPTED AND AGREED as of
The date first written above:

Tempnology, LLC (d/b/a Coolcore)	**Mission Product Holdings, Inc.**
By:	By: [Signature]
Name:	Name: Josh Shaw
Title:	Title: President

Exhibit A: Cooling Accessories

ACCESSORY	EXCLUSIVE	NON-EXCLUSIVE
WRAPS	X	
BANDANAS	X	
DOO RAG	X	
HEADBANDS		X
SLEEVES		X
YOGA MAT		X

Exhibit B: Vertically Integrated Partner List

Lululemon
Patagonia
North Face
Bauer Hockey
New Era*
Disney Retail Stores and Theme Parks**

*Carved out on a non-exclusive basis for hat liners only.
**Carved out for apparel only.

List of MP Factory Woven Projects in Process
Large towel ≈ 12"/33"
Wrap towel ≈ 6"/42"
X1 towel ≈15"/36"
Hoodie
Headband
bandana
Body Towel

Exhibit C - Purchase Order Form

MISSION PRODUCT HOLDINGS, INC. ("COMPANY") STANDARD PURCHASE ORDER TERMS

Each Company purchase order (an "Order") with the applicable vendor specified on the Order ("Vendor") is subject to all terms and conditions listed below and the other terms set forth in these Standard Purchase Terms (collectively, the "Agreement").

1. Time in connection with any discount offered will be computed from the last to occur of: (a) the scheduled date of receipt of merchandise; (b) the actual date of receipt of merchandise and (c) the date an acceptable invoice is received. Any offsetting claim of the Company against Vendor may be deducted by the Company from the amount of an invoice at the time of payment.

2. All Orders are void unless confirmed in writing on Company's printed form and approved by an executive of Company.

3. Orders must be accepted according to the terms stated herein and any additional or different terms in Vendor's invoice, purchase order or otherwise specified by Vendor will be void and of no legal effect unless accepted in a written instrument signed by an officer of Company. If no notification is given to Company within five days after receipt of an Order or if shipment is made of any part thereof, it is understood that the terms and conditions of this Agreement are satisfactory to and are accepted by Vendor. Without limiting the foregoing, it is understood that performance of an Order must be in accordance with its terms, dating and conditions, and

there can be no changes or alterations thereto unless in writing and signed by a duly authorized person of Company. In addition to all other legal rights, Company reserves the right to cancel an Order and/or to return at Vendor's expense, all or any part of the merchandise in the event the merchandise (a) is defective, (b) is not fit for the purpose sold, or (c) varies from the sample from which or specifications for which the Order was placed or (d) fails to comply with Company's shipping or billing instruction or with any of the provisions of this Agreement.

4. Time of delivery at Company's warehouse or other Company designated location is of the essence of this Agreement, and Company reserves the right to cancel all or any part of an Order if merchandise is not delivered on the date or dates specified herein, but receipt of merchandise in such cases shall in no way bind Company or limit the Company's right to reject or direct disposal of all or any part thereof.

5. Vendor expressly warrants that the merchandise to be delivered under an Order will conform to the sample from which or specifications for which the Order was placed and will be of best material and workmanship, free from defects and merchantable.

6. All goods shall be received subject to Vendor's rights of acceptance and rejection. Company shall be under no duty to inspect goods before resale and resale, repackaging or culling up for purchase or resale shall not be considered an acceptance of the goods so as to bar Company's right to reject them. Complaints, notice of defects in merchandise or notice of any other breach will be considered made within a reasonable time if made a reasonable time

after notification is given to Company of such defects or other breach by Company's customers, regardless of whether Company has already made payment for such merchandise. The return of such defective merchandise shall not relieve Vendor from liability for failing to ship satisfactory merchandise under an Order. Failure of Company to state a particular defect upon rejection shall not preclude Company from relying on unstated defects to justify rejection or establish breach.

7. If Vendor shall breach any provision of this Agreement, Company shall have the right to cancel this Agreement and/or any Orders, in whole or in part, without liability to Vendor and without limiting Company's other rights or remedies.

8. Company reserves the right to return at Vendor's expense any merchandise and cancel any Order where a claim is made that the sale or use by Company infringes or violates any alleged patent, design, trade name, trademark, copyright or any other right of a third party and in the event of such infringement or violation or alleged infringement or violation, Vendor shall be deemed in breach of this Agreement. Vendor agrees to indemnify Company and hold it harmless against any and all liability, damages, loss or expense, including costs and counsel fees (collectively "Loss"), which may be incurred by Company as the result of any claim, demand, suit or proceeding of any kind ("Claim") alleging any violation or infringement of any third party rights, including without limitation, any design, patent, trade name, trademark, copyright or unfair competition Claim now existing or hereafter commenced with respect to any or all items covered by any Order.

9. Vendor agrees to indemnify Company and hold Company harmless from all Loss arising from or relating to the sale or use of any merchandise provided by or through Vendor hereunder or from any defects in the quality of such merchandise or the dangerous conditions thereof or from Vendor's failure to provide such merchandise as and when specified under any Order, and agrees to pay any judgment against and assume any liability and expense of Company in connection therewith, including, without limitation, in connection with Claims of any kind which any purchaser of such merchandise from Company or any other person may make against Company or any Loss otherwise incurred by Company whether or not in connection with a Claim. Vendor shall procure and maintain adequate products liability and professional liability insurance and shall furnish to Company certificates thereof in connection with any Order. Upon request, Vendor shall name Company as an additional insured under such insurance policies.

10. Vendor, by accepting an Order, represents and warrants and guarantees (a) that all applicable provisions of federal, state and local laws, ordinances, codes and regulations have been complied with and that the prices and other terms and conditions of sale and the terms on which all promotional and advertising matter are furnished by Vendor to Company comply with all such laws, ordinances, codes, (b) that the weights, measures, sizes, legends, words, particulars or description, if any stamped, printed or otherwise attached to the merchandise or containers conform and comply with the applicable provisions of the Fur Products Labeling Act, Wool Products Labeling Act, the Flammable Fabrics Act,

the Textile Fibers Products Identification Act, the wage, hour and child labor provisions of the Fair Labor Standards Act, the Robinson-Patman Act, and the Federal Food, Drug and Cosmetics Act (collectively, the "Acts"), (c) that the merchandise sold and the terms and conditions of sale conform with applicable Federal Trade Commission trade practice rules, if any, (d) that the merchandise sold otherwise complies with any other applicable labeling and invoicing laws, if any, and all advertising matter furnished by Vendor to Company complies with applicable law. Vendor agrees to indemnity and hold harmless Company against all Loss arising from Claims alleging violation of law based upon any act or omission of Vendor or Vendor's breach of this Agreement. The Company reserves the right to return any portion of a shipment or the entire shipment to the Vendor at the Vendor's expense whenever any of the terms or conditions of this Agreement are violated or not fully complied with.

11. All materials created under the Order, including without limitation all artwork, layouts, photographs, scripts, ideas, concepts, characters, specifications, graphics, programs, software, designs and other property or materials furnished hereunder (the "Materials"), are specially commissioned for Company. Subject solely to the limitations specifically set forth on the Order (if any), all Materials shall be deemed to be works for hire for Company under the U.S. Copyright Act, and will be and remain the absolute and exclusive property of Company, its successors and assigns, in perpetuity. Vendor further agrees to execute and cause others who in any way contribute to the creation of the Materials to execute all further documents that, in the judgment of

Company, are required or useful to establish, protect or enforce the rights herein granted or confirmed. To the extent necessary to vest full ownership of the Materials with Company, Vendor hereby irrevocably sells, transfers, and assigns all rights, title and interest, including the copyright in and to the Materials to Company, and its successors and assigns, without limitation.

12. Vendor shall pay and assume any and all taxes, fees, imposts, or stamps required by law by virtue of the sale of merchandise to Company.

13. Inclusion herein of express warranties and representations by Vendor shall not be deemed a waiver of such other warranties as may be implied in law or fact or provided for by any State or Federal statue or regulation. Any warranties, express or implied, shall survive inspection, acceptance and payment by Company and Company's customers. No amendment, modification or waiver of any of the terms and condition of this Agreement shall be effective unless in writing and signed by an officer of Company. No waiver of any breach or of any terms or conditions of this Agreement shall be construed a waiver of any subsequent breach of that term or condition or other term or condition of same or different natures of this or any other Order or contract. The remedies herein provided for Company shall be deemed cumulative and the exercise of any one shall not preclude the exercise of or be deemed a waiver of any other remedy, nor shall the specification of any remedy hereunder exclude or be deemed a waiver of any rights or remedies at law, or in equity, which may be available to Company.

14. Unless authorized otherwise in writing in advance by Company, Vendor shall not disclose to any third party any information and/or material related to the functions Vendor performed or information Vendor received or had access to in connection with any Orders or this Agreement. Vendor shall not use said information other than as required to perform hereunder without Company's prior written approval.

15. Discontinuance of or substantial interference with Company's business in whole or in part, by reason of fire, flood, earthquake, tempest, labor dispute, war, act of God, embargo, civil commotion, or governmental regulation or cause beyond Company's control will give it the option of canceling all or any part of undelivered Orders or unfilled parts thereof without liability.

16. This Agreement, and any right or obligation hereunder, is not assignable without the written consent of Company. Company shall be under no obligation to recognize any assignment of (a) moneys payable hereunder(b) any rights in the merchandise ordered herein, or (c) any other rights arising hereunder. No subcontracting shall be made by Vendor to any other party without Company's prior written approval.

17. This Agreement shall be construed according to the laws of the State of New York and all actions and disputes arising from or relating to this Agreement shall be brought exclusively in the State or Federal Courts located in New York, New York and Vendor hereby consents to the exclusive jurisdiction of such Courts.

18. All shipments of Orders must be in strict compliance with Company's published shipping instruc-

tions. Any shipments not in compliance will be subject to handling fees and cost- reimbursements via charge backs to the Vendor's account.

19. Notwithstanding any prior inspections and irrespective of any stated FOB point, Vendor shall bear all risks of loss, damage or destruction of merchandise called for hereunder until final acceptance by Company. Vendor shall bear the same risks with respect to any merchandise rejected by Company; provided however, that in either case Company shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

Exhibit D: Finished Goods Pricing:

Description		DOP NJ (Ocean)		FOB China	
Product Name (Material Classification)	**Packaging Type**	**W/Packaging**	**W/O Packaging**	**W/Packaging**	**W/O Packaging**
Large Towel (woven)- 12.25"X35"	LG Tube	$3.07	$2.66	$2.69	$2.28
Wrap – (Woven)- 8'X44"	LG Tube	$3.70	$3.29	$3.33	$2.92
Bandana (woven)		TBD	TBD	TBD	TBD
Body Towel (knit) – 18 piece MSTR	LG Box	$8.65	$8.37	$8.06	$7.78
Body Towel (knit) – 6 piece MSTR	LG Box	$8.75	$8.47	$8.16	$7.88
Large Towel	LG Tube	$3.87	$3.46	$3.49	$3.08

(knit)					
XL Towel (knit)	XL Tube	$4.30	$3.84	$3.92	$3.46
Medium Towel (knit)	LG Tube	$3.35	$2.94	$2.97	$2.56
Hoodie (knit)	XL Tube	$4.70	$4.24	$4.27	$3.81
Football Skull Cap	SM Box	$3.10	$2.94	$2.90	$2.74
All-Sport Skull Cap	SM Box	$3.10	$2.94	$2.90	$2.74
Wristbands	SM Box	TBD	TBD	TBD	TBD
Sleeve (knit)	SM Box	$4.88	$4.72	$4.53	$4.37
Sleeve (knit) – 2PK	SM Box	$9.60	$9.44	$8.90	$8.74
2" headband (knit)	SM Box	$3.25	$3.09	$2.94	$2.78
4" headband (Knit)	SM Box	$3.58	$3.42	$3.26	$3.10
Multi Chill (knit) – 24 piece MSTR	MD Box	$3.75	$3.47	$3.39	$3.11

Multi Chill (knit) – 6 piece MSTR	MD Box	$3.86	$3.47	$3.50	$3.11
Wrap (Knit)- 8"x44"	LG Tube	$3.80	$3.39	$3.42	$3.01
Wrap (Knit)- 6"X42"	SM Box	$3.00	$2.84	$2.68	$2.52
Do-Rag (knit)		TBD	TBD	TBD	TBD
Team socks		TBD			
Basket-ball socks		TBD			
Running socks		TBD			
Baselay-er shirt		TBD			
Yoga Mat		TBD			
MSTR = Master Shipping Carton					2 26 13

EXHIBIT E - ILLUSTRATION OF CC BRANDING

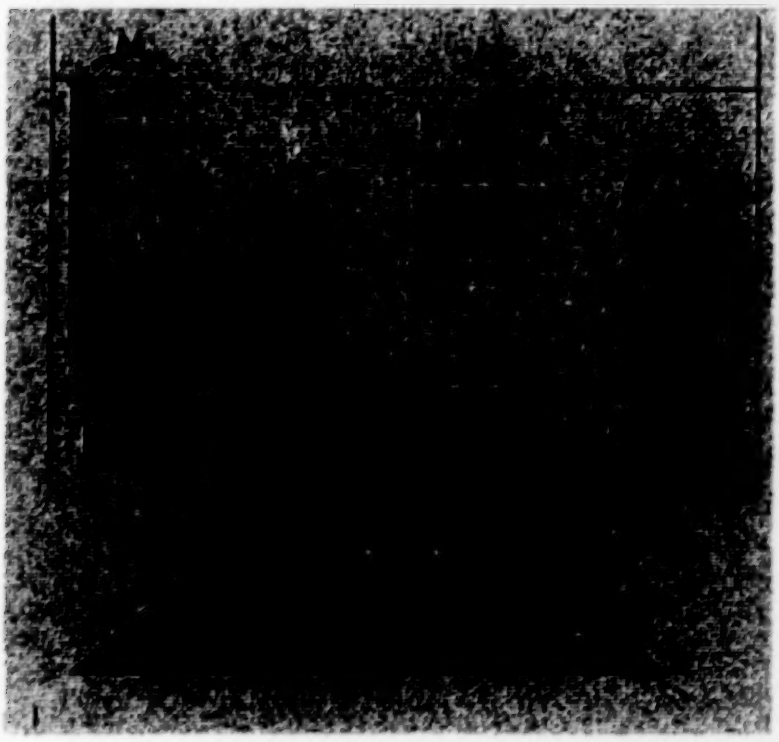

EXHIBIT E: WARRANT TO PURCHASE SHARES OF MISSION COMMON STOCK

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLEY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS.

Date of Issuance: February ____, 2013

MISSION PRODUCT HOLDINGS, INC.

WARRANT TO PURCHASE SHARES OF COMMON STOCK

THIS CERTIFIES THAT, for value received, Tempnology, LLC d/b/a Coolcore (the "***Holder***") is entitled to purchase from Mission Product Holdings, Inc., a Delaware corporation (the "***Company***"), subject to the terms and conditions of this Warrant, at any time (but only once) prior to the Expiration Date (as defined below), Twenty Thousand (20,000) (the "***Base Amount***") shares of the Company's Common Stock, par value $0.01 ("***Common Stock***") for each $2,000,000 of pur-

chases made by the Company under the Co- Marketing and Distribution Agreement, effective as of November 21, 2012, between the Holder and the Company (the "***Agreement***") during the 12-month period ending on the last day of the calendar month immediately preceding the date of exercise of this Warrant, at an exercise price per share of $8.75 (the "***Exercise Price***"). Notwithstanding anything to the contrary to the foregoing, the maximum number of shares of Common Stock for which this Warrant may be exercised shall not exceed Four Hundred Thousand (400,000) shares (the "***Maximum Amount***") (i.e. 20 times the Base Amount). For example, if, on July 18, 2015, the Company has purchased from the Holder $6.7 million of products under the Agreement during the period beginning on July 1, 2014 and ending on June 30, 2015, the Holder shall be entitled to purchase 60,000 Warrant Shares (the Base Amount multiplied by 3) under this Warrant as of that date. The shares of Common Stock purchasable upon exercise of this Warrant are hereinafter referred to as the "***Warrant Shares***". The Warrant Shares and the Exercise Price are subject to further adjustment as set forth in Section 2. For the purposes of this Warrant, the Company will be deemed to have purchased a product within a time period if the Holder has shipped the product to the Company during the applicable time period against an outstanding accepted order submitted by the Company (whether or not such order was submitted by the Company and accepted by the Holder within such time period).

1. Exercise of Warrant.

1.1 Term. This Warrant shall terminate and no longer be exercisable upon the earliest to occur of the following: (a) the date that is 30 days after the expiration of the Agreement, (b) the date that is 30 days after

the termination of the Agreement pursuant to Section 3 of the Agreement, (c) the sale of substantially all of the assets or outstanding capital stock of the Company, including through a merger, (d) the date on which the Holder exercises, in whole or in part, this Warrant to purchase Warrant Shares, and (e) February 1, 2023 (such date of termination of this Warrant, the "***Expiration Date***").

1.2 Method. This Warrant may be exercised by the Holder, in whole or in part in increments of not less than the Base Amount, by:

(a) the surrender of this Warrant (with the Notice of Exercise form attached hereto as Attachment A and the Investment Representation Statement attached hereto as Attachment B duly executed) at the principal office of the Company; and

(b) the payment to the Company, by check or wire, of an amount equal to the Exercise Price per share multiplied by the number of Warrant Shares then being purchased.

1.3 Net Exercise. If (a) the Common Stock is listed on a national securities exchange at the time of exercise of this Warrant or (b) this Warrant is being exercised upon the consummation of a merger of the Company in which the Common Stock is being converted into the right to receive solely cash, in lieu of Section 1.2 hereof, the Holder may elect to convert this Warrant or any portion thereof (the "***Conversion Right***"), by surrender of this Warrant at the principal office of the Company together with notice of the Holder's intention to exercise the Conversion Right, into that number of Warrant Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where:

X = The number of Warrant Shares to be issued to the Holder upon exercise of Conversion Right.

Y = The number of Warrant Shares for which this Warrant is being exercised.

A = The Fair Market Value (as defined below) of one Warrant Share at the time the Conversion Right is exercised as determined in good faith by the Board of Directors of the Company.

B = Exercise Price (as adjusted to the date of such calculation).

1.4 Delivery; Certificate. Upon receipt by the Company of this Warrant (with the Notice of Exercise form attached hereto as Attachment A and the Investment Representation Statement attached hereto as Attachment B duly executed) at its principal office, or by the stock transfer agent or warrant agent of the Company at its office, and, if applicable, the aggregate Exercise Price, the Holder shall be deemed to be the holder of record of the applicable Warrant Shares, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to the Holder. Upon the exercise of this Warrant in whole or in part, the Holder shall execute and deliver to the Company agreements, certificates and other documents (including without limitation, any stockholders agreement or other agreement relating to the Warrant Shares) that the Company reasonably requires. The Company shall, as soon as practicable after the exercise of this Warrant in accordance with the

terms hereof, prepare a certificate for the Warrant Shares purchased in the name of the Holder. If this Warrant should be exercised in part only, the Company shall, as soon as practicable after the surrender of this Warrant, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Warrant Shares purchasable hereunder.

2. Adjustment of Exercise Price and Number of Warrant Shares. The number (including the Base Amount and the Maximum Amount) and kind of Warrant Shares purchasable upon the exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time upon the occurrence of the following events:

2.1 Subdivision or Combination. If the Company at any time prior to the Expiration Date shall subdivide or combine its Common Stock, the Exercise Price shall be proportionately decreased (and the number of Warrant Shares issuable upon exercise of this Warrant proportionately increased to the nearest whole) in the case of a subdivision or the Exercise Price shall be proportionately increased (and the number of Warrant Shares issuable upon exercise of this Warrant proportionately decreased to the nearest whole) in the case of a combination.

2.2 Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization or change in the type of securities of the Company issuable upon exercise of this Warrant (other than as a result of a subdivision, combination or stock dividend provided for in Section 2.1 above or Section 2.3 below), then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the

Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Warrant Shares by the Holder immediately prior to such reclassification, reorganization or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Warrant Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

2.3 Stock Dividends. If the Company at any time prior to the Expiration Date shall pay a dividend with respect to Common Stock payable in Common Stock (except any distribution accounted for in the foregoing Section 2.1), then the Exercise Price shall be adjusted, from and after the record date for shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction (a) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution, and (b) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

3. Fractional Warrant Shares. No fractional Warrant Shares will be issued in connection with any exercise hereunder, but in lieu of such fractional shares the Company shall make a cash payment therefor upon the basis of the Exercise Price then in effect.

4. Stock Fully Paid; Reservation of Warrant Shares. All Warrant Shares issuable upon the exercise of the rights represented by this Warrant will, upon issuance, be fully paid and nonassessable. During the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of issuance upon exercise of the purchase rights evidenced by this Warrant, a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant. In the event that there is an insufficient number of shares of Common Stock reserved for issuance pursuant to the exercise of this Warrant, the Company will take appropriate action to authorize an increase in the capital stock to allow for such issuance or similar issuance acceptable to the Holder.

5. Securities Laws; Transfer; Certain Representations.

5.1 The Holder hereby represents and warrants to the Company the following:

(a) Investment Experience. The Holder is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act of 1933, as amended (the "***Act***"), is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company

to reach an informed and knowledgeable decision to acquire the Warrant and the Warrant Shares.

(b) Purchase Entirely for Own Account. The Warrant and the Warrant Shares are being acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the Warrant or the Warrant Shares. The Holder further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations, to such person or to any third person, with respect to the Warrant or the Warrant Shares.

(c) Restricted Securities. The Holder understands that the Warrant and the Warrant Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations the Warrant and such Warrant Shares may be resold without registration under the Act only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Act. The Holder must bear the economic risk of this investment indefinitely unless the Warrant or the Warrant Shares are registered pursuant to the Act, or an exemption from registration is available. The Holder understands that the Company has no present intention of registering the Warrant or the Warrant Shares. The Holder also understands that there is no assurance that any exemption from registration under the Act will be available and that, even if available, such exemption may not al-

low the Holder to transfer all or any portion of the Warrant or the Warrant Shares under the circumstances, in the amounts or at the times the Holder might propose.

5.2 Compliance with Securities Act. The Holder, by acceptance hereof, agrees that it will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares except under circumstances which will not result in a violation of the Act. Upon exercise of this Warrant, the Holder hereof shall confirm in writing, in the form attached hereto as Attachment B, that the Warrant Shares so purchased are being acquired for investment and not with a view toward distribution or resale. In addition, the Holder shall provide such additional information regarding such Holder's financial and investment background as the Company may reasonably request. This Warrant and all Warrant Shares (unless registered under the Act) shall be stamped or imprinted with a legend in substantially the following form:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION

OR QUALIFICATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS.

5.3 Transferability of Warrant. This Warrant may not be transferred or assigned in whole or in part without (a) the prior written consent of the Company and (b) compliance with applicable federal and state securities laws; *provided, however*, that the Holder of this Warrant may transfer this Warrant without the prior written consent of the Company to an entity that purchases all or substantially all of the assets of, or merges with, the Holder, subject to the terms and conditions of the Agreement.

5.4 Disposition of Warrant Shares. The Holder agrees not to make any disposition of all or any portion of the Warrant or the Warrant Shares unless and until (a) the Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement describing the circumstances surrounding the proposed disposition in reasonable detail, (b) the transferee has agreed in writing for the benefit of the Company to be bound by this Section 5 and (c):

(i) there is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of the Warrant or the Warrant Shares under the Act; provided that the Company will not re-

quire opinions of counsel for transactions made pursuant to Rule 144 except in unusual circumstances.

5.5 Company Right of First Refusal. The Holder acknowledges the provisions set forth in the Company's bylaws (as made available by the Company to the Holder on the date of issuance hereof) with respect to restrictions on the transfer of the Common Stock. For so long as such restrictions are in effect, in the event of any conflict between the provisions of the Company's bylaws and this Section 5.5, the Holder's compliance with the applicable provisions of the Company's bylaws shall be deemed to satisfy the Holder's obligations under this Section 5.5.

(a) Notice of Proposed Transfer. If the Holder proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "***transfer***") any Warrant Shares acquired upon exercise of this Warrant, then the Holder shall first give written notice of the proposed transfer (the "***Transfer Notice***") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Warrant Shares the Holder proposes to transfer (the "***Offered Shares***"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all of the Offered Shares, it shall give written notice of such election to the Holder within such 30-day period. Within 10 days after its receipt of such notice, the Holder shall tender to the Company at the address

listed for notices in Section 7.6 the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Holder or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver, by wire transfer to an account designated by the Holder in writing to the Company, full payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Holder may, within the 90-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 5.5 shall remain subject to the right of first refusal set forth in this Section 5.5 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 5.5.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Holder on account of such Offered Shares or permit the Holder to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 5.5:

(i) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act");

(ii) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation); and

(iii) any transfer from the Holder to an entity that purchases all or substantially all of the assets of, or merges with, the Holder.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 5.5 to one or more persons or entities.

(g) Termination. The provisions of this Section 5.5 shall terminate upon the earlier of the following events:

(i) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Act;

(ii) or the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, a majority (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (i) to transfer on its books any of the Warrant Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 5.5, or (ii) to treat as owner of such Warrant Shares or to pay dividends to any transferee to whom any such Warrant Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Warrant Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

> "The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain warrant, dated as of February 27, 2012, with the Company."

5.6 Market Standoff. Each Holder agrees, in connection with the Company's initial public offering (the "*IPO*") of its equity securities, and upon request of the

Company or the underwriters managing such offering, (a) not to sell, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any of the Warrants or the Warrant Shares (other than those included in the registration, if any) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days (or such longer period of time as may be required to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), as applicable, (or any successor rules or amendments thereto))) from the effective date of such registration as may be requested by the Company or such underwriters and (b) to execute any agreement regarding (a) above as may be requested by the Company or underwriters at the time of the public offering; provided, that the officers and directors of the Company who own stock of the Company also agree to such restrictions. The Company may impose stop transfer instructions to enforce this Section 5.6.

5.7 Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the Holder as follows:

(a) The initial Exercise Price referenced on the first page of this Warrant is not greater than the per share exercise price under any warrant or stock option issued by the Company (other than warrants issued by the Company with a per share exercise price less than $0.50 per share) within the 6-month period preceding the date of issuance of this Warrant.

(b) All Shares which may be issued upon the exercise of this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, frilly paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of Common Stock as will be sufficient to permit the exercise in full of this Warrant.

(c) As of the effective date of the Agreement, the Base Amount represented not less than approximately 0.5% of the capital stock of the Company on fully diluted basis (without accounting for any outstanding stock options and warrants as of such effective date, but accounting for all outstanding stock options and warrants as of such effective date with an exercise price of less than $0.50 per share).

6. Rights of Stockholders. No Holder of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of capital stock or any other equity securities of the Company, nor shall anything contained herein be construed to confer upon the Holder of this Warrant, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Warrant has been ex-

ercised and the Warrant Shares shall have become deliverable, as provided herein.

7. Miscellaneous.

7.1 Governing Law. This terms and conditions of this Warrant shall be governed in all respects by the internal laws of the State of Delaware without regard to conflicts of laws principles that would result in the application of the laws of any other jurisdiction.

7.2 Successors and Assigns. This Warrant shall be binding upon any successors or assigns of the Company and inure to the benefit of the Holder and any successors or assigns.

7.3 Waivers and Amendments. This Warrant and any provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the Company and the Holder.

7.4 Loss of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company, or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will execute and deliver a new Warrant of like terms.

7.5 Headings. The headings in this Warrant are for purposes of convenience and reference only, and shall not be deemed to constitute a part hereof.

7.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of

the recipient, and if not so confirmed, then on the next business day, (c) seventy-two (72) hours after having been sent by registered or certified mail, return receipt requested, postage prepaid, or after being deposited in the U.S. mail, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in the case of the Holder, addressed to the Holder at the address set forth on the signature page hereto and, in the case of the Company, to Mission Product Holdings, Inc., 390 5th Avenue, Suite 804, New York, NY 10018, Attention: President, with a copy to David & Gilbert LLP, 1740 Broadway, New York, NY 10019, Attention: Richard Eisert; or as subsequently modified by written notice to the other party.

7.7 Notices of Certain Events. In the event of any consolidation or merger involving the Company, or sale or conveyance of all or substantially all of its assets, then and in each such event the Company will mail or cause to be mailed to the Holder a notice containing a brief description of the proposed action and stating the date on which any such consolidation, merger, sale or conveyance is to take place, and the time, if any is to be fixed, as of which the holders of record in respect of such event are to be determined. Such notice shall be mailed at least four (4) business days prior to the date specified in such notice on which any such action is to be taken and the Holder shall have the opportunity to exercise this Warrant during such four (4) business day period.

The Company shall also promptly notify the Holder of any adjustment in the Exercise Price or the number of Warrant Shares pursuant to Section 2 hereof and at least ten (10) business days in advance of effecting an IPO.

7.8 Counterparts. This Warrant may be executed in two or more counterparts (including, but not limited to. by facsimile, PDF or other electronic copy), each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by a duly authorized officer.

MISSION PRODUCT HOLDINGS, INC

By: _____
Name: Josh Shaw
Title: President

ACKNOWLEDGED:

TEMPNOLOGY, LLC D/B/A COOL CORE

By: _____
Name:
Title:

Address: Tempnology, LLC
Attention: Justin Cupps and Richard Ferdinand
210 Commerce Way, Suite 100
Portsmouth, NH 03801
Fax: 603-570-4920

E-mail: JCupps@coolcore.com
RFerdinand@coolcore.com

[WARRANT SIGNATURE PAGE]

ATTACHMENT A

NOTICE OF EXERCISE

TO: **Mission Product Holdings, Inc.**

☐ The undersigned hereby elects to purchase _____ shares of Common Stock of Mission Product Holdings,, Inc. pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price of such shares in full.

☐ The undersigned hereby elects to convert the attached Warrant into Warrant Shares in the manner specified in Section 1.3 of the Warrant. This conversion is exercised with respect to _____ of the shares covered by the Warrant.

[Check the box next to the paragraph above that applies.]

2. Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

Name: _____
Address: _____

_____

3. The undersigned represents that the aforesaid shares of stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares. In support thereof, the undersigned has executed an Investment Representation Statement attached hereto as Attachment B.

_____

HOLDER

By: _____

Title: _____

Date: _____

NOTICE OF EXERCISE

ATTACHMENT B

INVESTMENT REPRESENTATION STATEMENT

In connection with the exercise or conversion of a Warrant to purchase shares of Common Stock (the "***Warrant Shares***") of Mission Product Holdings, Inc. (the "Company"), the undersigned (the "***Holder***") hereby represents and warrants to the Company the following:

(a) Investment Experience; Access to Information. The Holder is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act of 1933, as amended (the "***Act***"), and has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Warrant and the Warrant Shares.

(b) Purchase Entirely for Own Account. The Warrant Shares are being acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the Warrant Shares. The Holder further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations, to such person or to any third person, with respect to the Warrant Shares.

(c) Restricted Securities. The Holder understands that the Warrant Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Warrant Shares may be resold without registration under the Securities Act of 1933, as amended (the "***Act***") only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Act. The Holder must bear the economic risk of this investment indefinitely unless the Warrant Shares are registered pursuant to the Act, or an exemption from registration is available. The Holder understands that the Company has no present intention of registering the Warrant Shares. The Holder also understands that there is no assurance that any exemption from registration under the Act will be available and that, even if available, such exemption may not allow the Holder to transfer all or any portion of the Warrant Shares under the circumstances, in the amounts or at the times the Holder might propose.

_____

HOLDER

By: _____

Title: _____

Date: _____

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ARBITRATION DECISION—PARTIAL FINAL AWARD, DATED JUNE 10, 2015, BANKR. DKT. 99-2, FILED SEPTEMBER 11, 2015

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL

Case No. 01-14-0001-7319

MISSION PRODUCT HOLDINGS, INC.,
Claimant,

-against-

TEMPNOLOGY, LLC, D/B/A COOLCORE,
Respondent,

PARTIAL FINAL AWARD

Claimant Mission Products Holdings, Inc. ("Mission" or "Claimant") seeks, among other things, a declaration that the Co-Marketing and Distribution Agreement (the "Agreement") (Hearing Exhibit ("Exh.") 2) between it and Respondent Tempnology, LLC, d/b/a Coolcore ("Coolcore" or "Respondent") dated November 21, 2012 remains in full force and effect. Coolcore, in turn, seeks a determination that the Agreement was terminated for cause. Also before me is the question whether, if the Agreement is in effect, Respondent has waived certain rights under it. A hearing was held in this matter on March 3-5, 2015.

BACKGROUND

The Demand in this matter was filed on October 16, 2014 and asserted a claim for breach of contract. In

particular, Mission alleged that Coolcore breached the Agreement by: improperly purporting to terminate it; refusing to fill purchase orders as required, and; failing to participate in good faith in the dispute resolution process set forth in the Agreement. Respondent, in its Supplemental Answering Statement and Amended Counterclaim, denied any wrongdoing and asserted various defenses. Specifically, Coolcore asserted counterclaims alleging that Mission: materially breached the restrictive covenant in the Agreement; failed to submit purchase orders and to purchase certain items as required under the Agreement, and; breached its branding obligations and violated Respondent's trademark.

Procedural History

Claimant's request for injunctive relief was denied as I concluded that a legal remedy in the nature of money damages was available in this proceeding. Expedited discovery was conducted. Upon consent of the parties, this proceeding was bifurcated. In the first phase of this proceeding, the following two questions were framed: is the Agreement still in full force and effect and, if so, did Coolcore waive or otherwise give up its right to require Mission to source products through Coolcore, and; did Mission violate Coolcore's branding rights under the Agreement following Respondent's notice of termination of the Agreement for cause. (Hearing Transcript at pages ("Tr.") 6-7). It was also agreed that the second stage would address whether Mission breached paragraphs 8(D) or 14 of the Agreement, assuming that the Agreement is in effect and Coolcore has not waived any rights. (Tr. 6-12, 860-866). Any claims for damages would also be addressed in the second phase of this proceeding.

The parties agree that Article 2 of Uniform Com-n.ercial Code governs this proceeding, supplemented by New York law as appropriate.

The Parties

Mission is in the business of marketing and distributing innovative sports technologies. Joshua Shaw ("Shaw") has been and is the President and CEO of Mission. Ray Sozzi ("Sozzi") was its Board Chair until April 2014 when Dennis Baldwin ("Baldwin") became Chair.

Coolcore develops, manufactures, and distributes personal cooling products. Mark Stebbins ("Stebbins") indirectly owns 53% of Coolcore. Christopher Burch ("Burch") is a Coolcore Board member and 26% owner. Two founders and employees of Coolcore, Dennis Ackroyd ("Ackroyd") and Rob Westergren, own over 17% of the company. Justin Cupps ("Cupps") was President of Coolcore until December 31, 2013 when he was replaced by Kevin McCarthy ("McCarthy"). Respondent's Management Committee consisted of the following five individuals: Stebbins, Burch, Ackroyd, Joseph Turner, and Cupps until his departure.

Key Terms of Agreement

The Agreement sets forth the rights and obligations of the parties concerning the manufacturing, marketing, and distribution of cooling products developed by Coolcore. For purposes of this phase of the proceeding, the paragraphs of the Agreement of greatest concern are those relating to the termination of the Agreement (paragraphs 3 and 4), branding and intellectual property (paragraphs 11 and 15), restrictive covenants ("Paragraph 18"), and dispute resolution (paragraph 26).

DISCUSSION

The Agreement was heavily negotiated by sophisticated parties, with numerous contingencies inserted to protect the parties' varied interests. Both parties were represented by counsel. Under its terms, the right to terminate the Agreement without cause was absolute and unconditional. To mitigate any undue injury to either party resulting from a termination without cause, a carefully negotiated set of terms were inserted that allow for a wind-down of the relationship over a two-year period.

Mission exercised its right to terminate the Agreement without cause on June 30, 2014. In doing so, Claimant bound itself to make certain contractually-agreed upon purchases of goods from Coolcore during the wind-down period. Coolcore, in turn, issued a notice of termination for cause on July 22, 2014 based on the fact that almost seven months before its President, Cupps, with whom it was parting ways at the time, asked for and was granted permission to join Mission's employ after leaving Respondent. The basis for cause, according to Respondent, was the alleged violation of Paragraph 18 and Mission's failure to expressly cite and highlight Paragraph 18 when it sought permission for Cupps to join it.

The core issues here are, even assuming that cause existed to terminate the Agreement, (a) did Coolcore waive any such claim for cause, and (b) did Coolcore waive its right to have Mission supply certain contractually-required product during the wind-down period by repudiating the Agreement.

I. **Grounds for Cause Termination, Even If Present, Were Waived**

Paragraph 18 provides that for two years after the effective date of termination of the Agreement neither party may "directly or indirectly, recruit or solicit, or employ, engage as a consultant or supplier, or otherwise retain, any of the other party's Restricted Parties who are involved in the performance of this Agreement." The term "Restricted Parties" is defined as the "other party's employees, sourcing agents and sources of supply". Cupps, as Coolcore's President, clearly was within the ambit of this provision. On this basis, Coolcore asserts that "cause" existed to terminate the Agreement given Mission's apparent breach of Paragraph 18. Mission counters by noting that Cupps and Coolcore had decided in August 2014 that Cupps would leave Respondent's employ effective December 31, 2014 and was therefore not a Coolcore employee when he began with Claimant in January 2015.[1] Cupps was, however, arguably solicited by Claimant while still a Coolcore employee (even if only for a few weeks more). Mission responds to this by denying that it solicited Cupps and instead argues that it was Cupps who solicited it and, in any event, any injury to Coolcore was de minimis.

The parties also disagree as to whether Respondent's failure to provide an opportunity to cure the al-

[1] Paragraph 18 covers "employees" who "are involved in the performance" of the Agreement. A former employee is not such an employee.

leged breach, in this case accomplished by terminating Cupps' employment, was required.[2]

The question of whether or not the solicitation of a soon-to-be-departed executive violated Paragraph 18 or whether the obligation to provide a cure period was satisfied, need not be decided, however, as I find that Respondent waived and ratified any potential breach of Paragraph 18 of the Agreement by Claimant.

1. **Stebbins Had Actual Authority to Waive Restrictive Covenant**

"Under New York law, an agent has actual authority if the principal has granted the agent the power to enter into contracts on the principal's behalf, subject to whatever limitations the principal places on this power, either explicitly or implicitly." *Highland Capital Mgmt. LP v. Schneider*, 607 F.3d 322, 327 (2d Cir. 2010), *cert. denied*, 131 S.Ct. 1045 (2011) (*citing Ford v. Unity Hosp.*, 32 N.Y.2d 464 (1973)). It is undisputed that the Coolcore Operating Agreement provides that only its President or a majority of its five person Management Committee may bind the entity. It is also un-

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[2] The Agreement required a 90 day cure period, which was not provided by Respondent when it issued its notice of termination for cause. In this case, the "cure" would have been the termination of Cupps, which Claimant attested that it was prepared to do if necessary to preserve the business relationship with Coolcore. (Tr. 567-68). Respondent argued that a cure was not possible because the damage "had already occurred and cannot be undone." (Exh. 80). This contention was undercut by the fact that Cupps had already been employed by Claimant for more than six months and testimony of Respondent's own witnesses, including its current President, who testified that he was unaware 'of any damage of any kind that was caused to Coolcore as a result of Mr. Cupps' joining Mission." (Tr. 828). Stebbins testified similarly. (Tr. 312-13).

disputed that neither the incoming President, McCarthy, nor Respondent's Management Committee formally consented to the hiring of Cupps by Mission (although Stebbins and Burch, who together own over 79% of Coolcore, did in fact consent). Nor did the Management Committee formally approve the decision to terminate the Agreement with cause. When asked, Stebbins explained that it "is true that the officers of the company have the right to take actions under the operating agreement." (Tr. 253).

At its most basic level, actual authority resides in the ability of the agent to enter into contracts and to bind the principal. Stebbins repeatedly exercised such authority.[3] For example, Stebbins took an active role on the following decisions or actions: the hiring of Cupps (Tr. 123); the hiring of McCarthy initially as a consultant (Tr. 429-30, 618); the requirement that Cupps and his family relocate to New Hampshire (Tr. 131); Cupps' separation from Coolcore (Tr. 132); the promotion of McCarthy to President and the hiring of Donna Flood as Respondent's Executive Vice President and COO (Tr. 136), and; discussions with Dennis Baldwin ("Baldwin"), a Mission board member, about his company's possible engagement by Coolcore to perform marketing services (Tr. 131). These points were made fully and authoritatively in the testimony of Cupps, Baldwin, and Shaw. Indeed, Stebbins himself in his testimony repeatedly made clear that he was the

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[3] The circumstances faced by Coolcore at the time encouraged such active involvement by Stebbins in its operations as Cupp's tenure as its President was ending as was that of Ryan Drew, its Chief Product and Marketing Officer. Further, Coolcore's Management Committee hardly, if ever, formally met and its members were far less engaged than Stebbins was in Coolcore's business.

decision-maker for key decisions. It is also notable that Stebbins failed at any time to notify Mission or its representatives that he did not have the authority that he in fact was exercising or direct Mission personnel to the Management Committee for an authorized decision-maker.

In some instances, Stebbins exercised his authority without the knowledge of Coolcore's president, for example, with the hiring of McCarthy as a consultant (Tr. 429-30), or contrary to the President's better judgment, as with the decision not to expand into footwear with Coolcore's Chinese partner (Tr. 436-37). The record is also clear that Stebbins made the decision to issue the termination for cause notice without consulting with Burch, a 26% owner of Coolcore and Management Committee member. (Tr. 318-20; Exh. 82). Indeed, Burch wrote on July 25, 2014 (after the notice of termination for cause was sent), given the speed with which Mission was selling Coolcore products "I don't understand why we don't want to be partners with them anymore." (Exh. 82).

Perhaps most revealing are the express terms of the Transition Agreement entered into by Stebbins, on behalf of Coolcore, and Cupps dated August 6, 2013. (Exh. 9). The Transition Agreement provided, among other things, that: Cupps' employment would be terminated effective December 31, 2013; he would receive severance, and; severance would be forfeited in the event that he joined a competitor. Significantly, the Transition Agreement, in paragraph 2, confirms that for the transition period Cupps would report "to the Management Committee ... through Mark Stebbins ..." In addition, Paragraph 2.7 of the Transition Agreement provided that an exit interview would be completed by "Stebbins and such other members of the Management

Committee wishing to attend." Stebbins signed on behalf of Coolcore.

Similarly, Stebbins played an active role in the negotiation of a Stock Option Agreement with Cupps which was modified at Cupps' request to eliminate Mission as a prohibited competitive employer. (Exh. 48; Tr. 324). It is notable that the Management Committee, by Resolution dated November 27, 2013, appointed Stebbins to "negotiate, execute and deliver on behalf of the Company" a stock option agreement for McCarthy as well as other new executives. (Exh. 119).

The evidence is clear. Whether because of his economic interest in the business, force of personality, or as the result of necessity, Stebbins broadly exercised the authority to enter into contracts on Coolcore's behalf with at least implicit and at times the express consent of its Management Committee. He played a key role in the hiring of senior staff, interceded when there were tensions between the contracting parties, and negotiated and executed Cupps' Transition Agreement. Coolcore, in the Transition Agreement, directed Cupps to report to the Management Committee "through Mark Stebbins" and designated him to conduct the exit interview for Cupps with no required input from the Management Committee, which could attend Cupps' exit interview if they "wish[ed]." (Exh. 9). In short, Stebbins' actual authority was found not only in the myriad decisions he made or participated in on behalf of Coolcore but also in the documents reflecting the Management Committee's designation of him as its agent.[4]

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[4] Apparent authority exists when a "principal, either intentionally or by lack of ordinary care, induces [a third party] to believe that an individual has been authorized to act on its behalf." *Peltz v. SHB Commodities, Inc.*, 115 F. 3d 1082, 1088 (2d Cir.

2. Stebbins Waived the Restrictive Covenant

Having established that Stebbins had the actual authority to bind Coolcore, the question remains did he, on behalf of Coolcore, waive its rights under Paragraph 18 of the Agreement to object to Mission's hiring of Cupps? The record is clear that he did.

"Contractual rights may be waived if they are knowingly, voluntarily and intentionally abandoned. Such abandonment may be established by affirmative conduct or by failure to act so as to evince an intent not to claim a purported advantage." *Fundamental Portfolio Advisors, Inc. v. Tocqueville Asset Mgmt, L.P.*, 7 N.Y.3d 96, 104 (2006). Waiver is present here both as evidenced by Coolcore's affirmative conduct and by its failure to act.

It is evident from the communications that Baldwin and Shaw had with Cupps in December 2014 that Mission conditioned his employment on Coolcore's agreement to it. (*See* Exhs. 22, 25, 36, and 39). Shaw wrote Cupps on December 4, 2014 that "we will need Coolcore to formally sign off on your joining our team should we reach agreement." (Tr. 524-25; Exh. 23). While there is some dispute about whether and when Cupps raised the issue with Stebbins before he was contacted by Mission[5], there is no dispute that Baldwin emailed

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1997) (internal quotation marks omitted). For many of the same reasons cited above, Stebbins also exercised the apparent authority that reasonably permitted Mission to rely on his waiver of any breach of Paragraph 18.

[5] Cupps raised the issue of possibly joining Mission at least once with Stebbins before he received the December 21st email from Baldwin. (Tr. 142-44, 456-82). Stebbins admitted that other than inquiring of counsel how Cupps' employment by Claimant impacted his severance agreement, he did not ask anybody else to

Stebbins directly on December 21, 2014 informing him that Shaw and Cupps had come to terms on Cupps joining Mission to head its business development efforts. Baldwin wrote "[b]efore Ray [Sozzi, a board member] and I approve this, we want to make sure you have been consulted on this along the way by [Cupps] and are on board with it." Stebbins responded the next morning as follows: "Dennis I just talked to Chris [Burch] ... We both are fine with Justin going to work for Mission ... best of luck." (Exh. 40).

The waiver by Stebbins on behalf of Respondent was clear and direct. This is not a situation where the alleged breach was under the radar or the contractual term was implied or indefinite. Coolcore's soon-to-be ex—President was joining its major business partner and this fact was placed directly before Respondent. A request for permission for this to happen was expressly made in writing from the Chair of Mission's Board to the Chair of Coolcore's Board, the person identified in the Transition Agreement by the Management Committee through whom Cupps was to report, and no objection or concern was raised by Stebbins — either formally or informally with Mission or Cupps.

Coolcore disagrees, however, based on its view the waiver was ineffective because Mission had an obligation to alert it and Stebbins of Coolcore's own contractual rights. Stebbins testified that he objected to the hiring of Cupps but felt that he could do nothing about it because he was unfamiliar with Paragraph 18.

Stebbins, a sophisticated and immensely successful businessman, posits that despite being deeply dis-

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take any steps to determine if there was a basis to prevent Cupps from joining Mission. (Tr. 275).

turbed by the hiring (so much so that when he "learned" of Paragraph 18 almost seven months later he concluded that Claimant's actions rose to the level of "cause" for the termination of the Agreement), he felt no need to inquire for himself or have Coolcore's counsel inquire as to Respondent's rights under the circumstances. Despite this failure on Respondent's part to perform even the slightest due diligence under the circumstances, it insists that the waiver was ineffective.[6] Not surprisingly, Respondent cites to no credible authority for the proposition that in the commercial or any other context a contracting party may not waive a contractual term unless its counterpart expressly advises it of its rights and liabilities or of the specific contractual provision invoked. It goes without saying that a party to a contract is bound by its terms whether or not it makes the effort to know or understand them. *Metzger v. Aetna Ins. Co.*, 227 N.Y. 411 (1920) ("It has often been held that when a party to a written contract accepts it as a contract he is bound by the stipulations and conditions expressed in it whether he reads them or not. Ignorance through negligence or inexcusable trustfulness will not relieve a party from his contract obligations.") It was Coolcore's responsibility to know what it was agreeing to by responding positively to Baldwin's email to Stebbins, and not Mission's duty to bear that responsibility for it. Here, at a minimum, Stebbins and Coolcore had constructive knowledge of Paragraph 18 and that is sufficient to establish the knowledge element of waiver. *See Leasing Serv. Corp, v. Diamond Timber, Inc.* 559 F. Supp. 972, 978 (S.D.N.Y.), *aff'd*, 729 F.2d 1442 (2d Cir. 1983) ("A per-

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[6] This includes not merely Stebbins but also Burch, the newly-hired McCarthy, and Coocore's entire leadership team.

son is deemed to have notice when he has actual knowledge or when "from all the facts and circumstances known to him at the time in question, he has reason to know that it exists.") (*citing Chase Manhattan Bank, N.A. v. Natarelli*, 93 Misc.2d 78, 90-91,401 N.Y.S.2d 404, 412 (Sup.Ct. Monroe Cty. 1977)). *See also* Anderson. Uniform Commercial Code [2d ed.] pp. 113-114.

Surely, Coolcore cannot be excused from the consequences of its own failure to know the terms of the operative agreement between it and its major business partner or to conduct any due diligence. As Stebbins repeatedly made clear in his testimony, he felt that Mission had engaged in a "back-handed approval process" which was "despicable" and failed to meet his expectations for the actions of responsible business partners. (Tr. 146-47). Stebbins' subjective expectations for his business partner and the legal standards applicable to this dispute, however, vary widely and those legal standards compel the conclusion that Coolcore waived any breach of Paragraph 18 that might have occurred.

3. Coolcore Ratified the Waiver of the Restrictive Covenant

The alleged breach here was open and notorious. Cupps, in his new role for Mission, dealt with Coolcore's team on a regular basis for approximately seven months and was involved in negotiations to save the relationship between the two entities. Even were it the case that Stebbins' December 22, 2013 email did not constitute an enforceable waiver, Coolcore's actions subsequent to Cupps' commencement of employment with Mission did.

By failing to act on its contractual rights in a timely fashion, Coolcore ratified Mission's actions in hiring Cupps. *Holm v. C.M.P. Sheet Metal*, 455 N.Y.S.2d 429 (4th Dep't 1982) ("Ratification is the express or implied adoption of the acts of another by one for whom the other assumes to be acting, but without authority.") (*citing* 21 NY Jur, Estoppel, Ratification, and Waiver, § 85).

One such action was the payment of severance to Cupps while he was competing with Coolcore. Even assuming that Claimant breached Paragraph 18, the award and payment of severance to Cupps was unrelated and at its full discretion. If, in fact, Coolcore and Stebbins were troubled by Cupps' working for its business partner, it would have been expected that Coolcore would enforce its own severance agreement and not make an exception for employment of Cupps with Mission.

In sum, I find that Stebbins had the authority to and did waive any rights Coolcore may have had under Paragraph 18 to object to the hiring of Cupps by Mission. In any event, Coolcare's engagement with Cupps for the seven months before it served its termination for cause notice and its delay in asserting any rights it may have had under Paragraph 18 served as a ratification of the hiring of Cupps by Mission.

II. Coolcore Repudiated the Agreement

Coolcore provided notice dated July 22, 2014 that the Agreement was terminated "effective immediately." (Exh. 80). As late as October 17, 2014, Coolcore took "the position that the Agreement between our Companies has been terminated as a result of your blatant and repeated breaches." (Exh. 96). In furtherance of its position, Respondent put Claimant on notice that

its use of Coolcore's trademarks as provided for in the Agreement constituted a violation of Respondent's rights under federal trademark law. Coolcore demanded that Mission discontinue any and all use of its trademark.

Despite having taken a clear position that the Agreement was terminated, Respondent nonetheless sought to hedge its bet by insisting that if Claimant believed that the Agreement was still in effect "please be advised that we have not waived any requirements of the Agreement to the extent that it remains in effect and you must continue to abide by it in all respects or suffer the consequences of further breaches." (Exh. 96). A party to a contract cannot renounce it and declare it terminated and then seek to hold its counterpart liable for not complying with that same agreement that it terminated. *Am. List Corp. v. U.S. News & World Report, Inc.*, 75 N.Y.2d 38, 44 (1989) (a "wrongful repudiation of the contract by one party ... [relieves] the nonrepudiating party of its obligation of future performance"); *Trilegiant Corp. v. Orbitz, LLC*, 45 Misc.3d 348, 353-54 (N.Y. Sup. Ct. 2014) (non-repudiating party need not tender performance where the contract provided for several years of ongoing services and payments). *See also* N.Y. §UCC 2-610 (buyer's repudiation of contract eliminates need for further performance by the seller); N.Y. §UCC 2-711 (buyer may cancel order where seller repudiates agreement). Here, Coolcore not only told Mission repeatedly that the Agreement was terminated effective immediately, it threatened legal action related to its trademark if Claimant made any effort to use that trademark (which it was entitled to do under the Agreement).

Moreover, the Agreement dictated how the parties were to respond when there was a good faith dispute

between them. Paragraph 3 of the Agreement provides that "[i]f there is a dispute as to whether a breach exists or has been cured, this Agreement shall remain in effect until such dispute is resolved pursuant to" the dispute resolution procedures contained in the Agreement. Mission, on several occasions reminded Respondent of this shared obligation (Exhs. 81, 83, 86). By letters dated August 1,2014, October 9, 2014, and October 17, 2014 and an email dated October 3, 2014 from McCarthy (Exhs. 85, 92, 96, and 90), Coolcore maintained its position that the Agreement had been terminated.

On August 1, 2014 Mission sent Coolcore a purchase order for woven towels. (Exh. 84). Coolcore declined to fulfill the order, offering as a basis "the current dispute over whether the Agreement is in effect we will not be accepting that order at present." (Exh. 87). McCarthy explained "[w]e just said we are going to stop right now because we are spending a lot of money developing this until we get further notice. That is why we stopped. This was costing us money." (Tr. 675-76).

Respondent points out, correctly, that Claimant notified it on July 19, 2014 that it was "reworking our go-forward plan as it related to the 2015 plan, forecast, supply chain and logistics" and would follow up the following week or so, but failed to do so. (Exh. 121). The fact that Mission was "reworking" its plans after providing notice of a termination without cause is not surprising and does not evidence an intent to breach the Agreement once in wind-down mode. If that were the case and Claimant failed to live up to its obligations,

then Coolcore had the remedies available to it under the Agreement.[7]

Similarly, Coolcore's position with respect to Mission's use of its trademark is untenable. By letter dated October 9, 2014, Coolcore took the position that due to the alleged breach of Paragraph 18 Mission's use of Coolcore's trademarks was unauthorized and constituted a violation of federal law. The Agreement also required that the parties "mutually agree" upon the placement of Coolcore's branding on the product. Such agreement did not occur nor is it reasonable to expect that Mission would include such branding on its products after having been told that Coolcore viewed any use of the branding was unauthorized and violative of federal trademark law.

In sum, Coolcore, having announced as of July 22, 2014 that the Agreement was terminated effective immediately and having maintained that position consistently for most of the next three months, clearly repudiated the Agreement. Its subsequent actions in (a) refusing to maintain the status quo until the dispute resolution process was completed, (b) withdrawing authorization for Mission to use its trademark, and (c) its failure to fill a purchase order submitted by Mission dated August 1, 2014 merely served to reaffirm Respondent's decision to repudiate. Such repudiation relieved Mission of its duty to comply with its own obligations under the Agreement, specifically to source materials from Respondent, at least until the dispute resolution process addressed the issue.

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[7] Indeed, if Respondent had complied with the Agreement's dispute resolution provision and allowed the Agreement to remain in effect as provided for in paragraph 3, any such alleged breach would likely have been part of this proceeding.

Conclusion

For the reasons offered above, the Agreement remains in full force and effect and Mission is relieved of its obligation to source products, as otherwise provided for in the Agreement, through to the date of this Partial Final Award.

This matter will proceed to a second hearing to address any issues that may flow from Respondent's failure to abide by the Agreement after issuance of Mission's notice of termination without cause. This will include claims for alleged breaches of the Agreement and damage claims brought by Claimant.

Counsel are directed to meet and confer in a good faith effort to: narrow the issues for hearing; stipulate to facts, if possible; agree upon the scope and timing of additional discovery necessary for the hearing, and; resolve any other issues, procedural or substantive, that may be resolved prior to hearing. I note that the dispute resolution provision in the Agreement provides for mediation. In the event that the parties agree that mediation of these matters would be appropriate or is required, I will entertain reasonable requests to stay this proceeding pending completion of the mediation.

SO ORDERED.

Dated: June 10, 2015
New York, New York

[Signature]
ARBITRATOR

In the Matter of the Arbitration between

Re: 01-14-0001-7319

Mission Product Holdings, Inc., Claimant
-against-
Tempnology, LLC, d/b/a Coolcore, Respondent.

PARTIAL FINAL AWARD

I, THE UNDERSIGNED ARBITRATOR, having been duly designated pursuant to the Co-Marketing and Distribution Agreement (the "Agreement") between Claimant Mission Product Holdings, Inc., and Respondent Tempnology, LLC, d/b/a Coolcore dated November 21,2012, having been duly sworn, and having duly heard the proofs and allegations presented at the hearing, AWARD as follows:

1) Respondent waived any claim for breach of paragraph 18 of the Agreement and, except as provided in this Partial Final Award, the Agreement remains in full force and effect.

2) Respondent repudiated the Agreement and waived any entitlement to source materials for Claimant or otherwise benefit from the Agreement through to the date of this Partial Final Award.

3) A further hearing will be scheduled, in consultation with counsel, to address the issue of damages and any other issue resulting from the issuance of this Partial Final Award.

4) All claims or matters submitted to this arbitration for resolution, and not expressly granted, are herein denied.

5) This Partial Final Award is final with respect to the matters addressed herein and shall remain in full force and effect until such time as the Final Award is rendered.

[Signature]
ARBITRATOR

I, Alfred G. Feliu, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Partial Final Award.

6-10-15 [Signature]
Date Alfred G. Feliu